

Funding Opportunity: Category Two	Applicant Organization: Mohawk Valley Stewardship Council	
Task: Submit Application Non-EO	Applicant Name: Ms. Alice Berg	



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PROJECT CONTACT INFORMATION		
Name	Ms. Alice Berg,	
Title		
Organization	Mohawk Valley Stewardship Council	
Primary Address	PO Box 25, , , Clio, CA, 96106	
Primary Phone/Fax	530-386-5005 <b>Ext.</b>	
Primary Email	bergalice@yahoo.com	



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PROJECT INFORMATION			
Project Title	White Sulphur Springs Ranch Hydrologic and Spring Protection Plan		
Brief Description	To develop a spring protection plan that will identify and map all springs and water features on WSSR, assess the quality and quantity of water of each feature, determine ecosystem functions, and develop best management practices to protect springs so that recreational use can occur while protecting water features at WSSR.		
Total Requested	75,000.00		
Amount			
Other Fund Proposed	.00		
Total Project Cost	75,000.00		
Project Category	Planning		
Project Area/Size	0000		
Project Area Type	Not Applicable		
Have you submitted to SNC this fiscal year?	No		
Is this application related to other SNC funding?	No		

Project Results	
Plan	

Project Purpose	Project Purpose Percent



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Recreation Use/Impact/Access		
Resource Management		
Water Quality		
County		
Plumas		
Sub Region		
North Central		



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#### PROJECT OTHER CONTACTS INFORMATION

Other Grant Project Contacts

Name: Ms. Alice Berg,

Project Role: Authorized Representative

Phone: 5303865005

Phone Ext:

E-mail: bergalice@yahoo.com

Name: Ms. Alice Berg,

Project Role: Day-to-Day Responsibility

Phone: 5303865005

Phone Ext:

E-mail: bergalice@yahoo.com

Name: Mr. Jeff Cunan,

Project Role: County Administration

Phone: 0000000000

Phone Ext:

E-mail: jackingstad@countyofplumas.com

Name: Heiman Dennis,

Project Role: Water Agency 1 Contact

Phone: 5302244845

Phone Ext:

E-mail: dheiman@waterboards.ca.gov



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#### PROJECT LOCATION INFORMATION

**Project Location** 

Address: 2350 Highway 89, , , Clio, CA, 96106 United States

Water Agency: Central Valley Regional Quality Control Board/Community

Services District at Whitehawk

Latitude: 39.7297N Longitude: 120.5493W

Congressional District: N/A Senate: N/A Assembly: N/A Within City Limits: No

City Name:



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### PROJECT BUDGET INFORMATION

#### Direct

Description	Num of Units	Per Unit Cost	Total
Travel Expense	1	250.00	250.00
Contracts/Consultant s-Hydrologist	123	125.00	15,375.00
Contracts/Consultant s-Biologist/Wetland Specialist	1	7,035.00	7,035.00
Contracts/Consultant s-Environ Consultant Report	132	125.00	16,500.00
Contracts/Consultant s-Engineer	1	12,590.00	12,590.00
Contracts/Consultant s-Field Technician	80	75.00	6,000.00
Contracts/Consultant s-GIS Specialist	40	125.00	5,000.00
Material/Supplies- Postage/Copies	1	100.00	100.00
Equip Expenses- Survey Equip (water quality meters)	1	1,500.00	1,500.00



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Total Direct	64,350.00
Direct Detail	

#### Indirect

Description	Num of Units	Per Unit Cost	Total
Performance Measure Reporting- Staff/consultant	1	3,650.00	3,650.00

Total Indirect	3,650.00
Indirect Detail	

#### Administrative

Description	Num of Units	Per Unit Cost	Total
Administration-Staff Grant Administration	1	7,000.00	7,000.00

Total Administrative	7,000.00
Administrative Detail	

**Budget Grant Total: 75,000.00** 



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#### PROJECT OTHER SUPPORT INFORMATION

Other Support for the Sierra Nevada

Type: Project Funds Other

Estimated Amount: 3,400.00

Estimated Volunteer Hours: 1

Source: Feather River Coordinated Resource Management

Group/Plumas Corp

Source Type: Other
Status: Pledged
Description: Hydro

Type: Volunteer Hours Estimated Amount: 57,800.00

Estimated Volunteer Hours: 680

Source: Volunteer Labor

Source Type: Other
Status: Pledged
Description: Volunter labor

Estimated Total Amount of	61,200.00
Resources Leveraged	



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#### PROJECT REGULATORY REQUIREMENTS

**Regulatory Requirements** 



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#### PROJECT TIMELINE INFORMATION

**Project Timeline** 

Milestone/Activity: Grant Administration

Description:

Expected Date: 01/31/2012

Deliverable: True

Milestone/Activity: Hydrologic Assessment

Description:

Expected Date: 08/31/2011

Deliverable: True

Milestone/Activity: Spring Protection Plan

Description:

Expected Date: 12/31/2011

Deliverable: True

Milestone/Activity: Progress and Final Reports, PM's

Description:

Expected Date: 12/31/2011

Deliverable: True



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### PROJECT PEER REVIEWER INFORMATION

Reviewers	



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#### **UPLOADS**

The following pages contain the following uploads provided by the applicant:

Upload Name
Completed Checklist
Table of Contents
Application Form
Authorization to Apply or Resolution
Articles of Incorporation (Non-Profit Organization
Bylaws (Non-Profit Organizations Only)
IRS Tax Letter (Non-Profit Organizations Only)
Project Summary
Evaluation Criteria Narrative
Detailed Budget Form



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Performance Measures
Environmental Setting and Impacts
Project Location Map
Parcel Map Showing County Assessors Parcel Number
Topographic Map
Photos of the Project Site
Land Tenure- Only for Site Improvement Projects
CEQA Documentation
NEPA Documentation
Regulatory Requirements or Permits
Letters of Support
Leases or Agreements



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To preserve the integrity of the uploaded document, headers, footers and page numbers have not been added by the system.

#### **Application Checklist for Category Two Grants**

Project Name: White Sulphur Springs Ranch Hydrologic and Spring Protection Plan

Applicant: Mohawk Valley Stewardship Council

- 1. \times Completed Checklist (EFN: Checklist.doc,.docx,.rtf, or .pdf)
- 2. X Table of Contents (EFN: TOC.doc,.docx,.rtf, or .pdf)
- 3. Application Form (*EFN: AppForm.doc, .docx, .rtf, or .pdf*)
- 4. Authorization to Apply or Resolution (*EFN: Resolution.pdf*)
- 5a. Articles of Incorporation [501(c)(3)s only] (EFN: ArtInc.doc, .docx, .rtf, or .pdf)
- 5b. Bylaws [501(c)(3)s only] (EFN: Bylaws.doc, .docx, .rtf, or .pdf)
- 5c. Tax Exempt Status letter from the Internal Revenue Service [501(c)(3)s only] (EFN: TaxEx.pdf)
- 6. Project Summary (Two Page Maximum) (EFN: ProjSum.doc, .docx, .rtf, or .pdf)
- 7. Evaluation Criteria Narrative (EFN: EvalCrit.doc, .docx, .rtf, .pdf)
- 8. Detailed Budget Form (EFN: Budget.xls, .xlsx)
- 9. Performance Measures (EFN: Perform.doc, .docx, .rtf, or .pdf)
- 10. Environmental Setting and Impacts (EFN: EnvSetImp.docs, .docx, .rtf, .pdf))
- 11. Project Location Map (EFN: LocMap.pdf)
- 12. Parcel Map showing County Assessor's Parcel Number(s) (EFN: ParcelMap.pdf)
- 13. Topographic Map (EFN: Topo.pdf)
- 14. Photos of the Project Site (10 maximum) (ENF: Photo.jpg, .gif)
- 15. \times Land Tenure (EFN: Tenure.pdf)
- 16. \( \subseteq \text{Leases or Agreements (EFN: LeaseAgrmnt.pdf)} \)
- 17. California Environmental Quality Act (CEQA) (EFN: CEQA.pdf)
- 18. National Environmental Policy Act (NEPA) (If applicable) (EFN: NEPA.pdf)
- 19. Regulatory Requirements / Permits (ENF: RegPermit.pdf)
- 20. Demonstrations of Support (EFN: DOS.pdf)
- 21. n/a Executive Officer Authorization Request Form (*only* for time-sensitive projects up to \$50,000) (*EFN*: *EOrequest.pdf*)

#### SIERRA NEVADA CONSERVANCY PROPOSITION 84

### GRANT APPLICATION

#### CATEGORY TWO GRANT

## MOHAWK VALLEY STEWARDSHIP COUNCIL/WHITE SULPHUR SPRINGS RANCH HYDROLOGIC AND SPRING PROTECTION PLAN

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# SIERRA NEVADA CONSERVANCY PROPOSITION 84 GRANT APPLICATION FORM CATEGORY TWO GRANT

CATEGORY TWO GRANT				
Complete all ap	onlicable item:	s on hoth page:	s of form.	Rev. January 2010
1. PROJECT NAME	phoable nome	2. REFEREN	CE NUMBER	N/A
WHITE SULPHUR SPRINGS RANCH HYDAND SPRING PROTECTION PLAN	ROLOGIC			
3. APPLICANT (Agency name, address, a	and zip	4. APPLICAN		Government
code) MOHAWK VALLEY STEWARDSHIP COU P.O. Box 25, Clio, CA 96106	NCIL	⊠ Non-profit ☐ Tribal Orga		☐ Government
5. APPLICANT'S AUTHORIZED REPRES	FNTATIVE			
Name and title – type or print	Pho	one	Email Add	dress
☐Mr.				
⊠Ms. Alice Berg	530-	386-5005	ber	galice@yahoo.com
6. PERSON WITH DAY-TO-DAY RESPON		RADMINISTR	ATION OF TH	E GRANT
(If different from Authorized Representative Name and title – type or print ☐Mr.	Pho	one	Email Addr	ess
☐Ms.				
7. PERSON WITH FISCAL MANAGEMEN different from Authorized Representative or Name and title – type or print  Mr.		Administrator)	RANT CONTR	
Ms. 8. FUNDING INFORMATION				
SNC Grant Request (Up to \$250,000)	\$75,000			
Other Funds	\$			
Total Project Cost	\$75,000			
9. PROJECT CATEGORY  Pre-Project Planning	SACOP CB	tudy/Report ppraisal condition Asses reliminary Title EQA/NEPA Co iological/Other nvironmental S	sment [ Report [ ompliance Survey(s)	primary deliverable)  Data Plan Model/Map Design/Permit
10. PROJECT ADDRESS/LOCATION (Include zip code) 2350 Highway 89, Clio, CA 96106				
11. Latitude and Longitude				
39.7297 N, 120.5493 W				

14. NEAREST PUBLIC WATER AGENCY (OR AGENCIES) CONTACT INFORMATION:  Community Services District at Whitehawk 530-832-0733  Central Valley Regional Water Quality Control Board 530-224-4845  Email address: Whitehawk - None  Names: Ivan Randall  P.O. Box 12  Clio, CA 96106  Dennis Heiman  415 Knollcrest Drive, Suite 100  Redding, CA 96002  Phone Numbers: 832-0733; 224-4845  Email address: dheiman@waterboards.ca.gov  15. CEQA OR NEPA DOCUMENT TYPE (if applicable)  Notice of Exemption  □ Finding of No Significant Impact	
Names: Ivan Randall P.O. Box 12 Clio, CA 96106  Dennis Heiman 415 Knollcrest Drive, Suite 100 Redding, CA 96002  Email address: dheiman@waterboards.ca.gov  15. CEQA OR NEPA DOCUMENT TYPE (if applicable)	
P.O. Box 12 Clio, CA 96106  Dennis Heiman 415 Knollcrest Drive, Suite 100 Redding, CA 96002  Phone Numbers: 832-0733; 224-4845  Email address: dheiman@waterboards.ca.gov  15. CEQA OR NEPA DOCUMENT TYPE (if applicable)	
Clio, CA 96106  Dennis Heiman 415 Knollcrest Drive, Suite 100 Redding, CA 96002  Phone Numbers: 832-0733; 224-4845  Email address: dheiman@waterboards.ca.gov  15. CEQA OR NEPA DOCUMENT TYPE (if applicable)	
415 Knollcrest Drive, Suite 100 Redding, CA 96002  Email address: dheiman@waterboards.ca.gov  15. CEQA OR NEPA DOCUMENT TYPE (if applicable)	
Redding, CA 96002 Phone Numbers: 832-0733; 224-4845  Email address: dheiman@waterboards.ca.gov  15. CEQA OR NEPA DOCUMENT TYPE (if applicable)	
15. CEQA OR NEPA DOCUMENT TYPE (if applicable)	
Negative Declaration	
Environmental Impact Report	
16. State Clearinghouse Number N/A	
17. Executive Officer Authorization	
Is an EO Authorization being requested: Yes No	
I certify that the information contained in the Application, including required attachments, is accurate.	
Signed (Authorized Representative)  O1710  Date	
Alice Berg, President  Mohawk Valley Stewardship Council  Name and Title (print or type)	

## SIERRA NEVADA CONSERVENCY CATEGORY TWO GRANT

#### Board of Directors Resolution No. 005

In the matter of A RESOLUTION APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE SIERRA NEVADA CONSERVANCY PROPOSITION 84 GRANTS PROGRAM UNDER THE SAFE DRINKING WATER, WATER QUALITY AND SUPPLY, FLOOD CONTROL, RIVER AND COAST	Resolution No: 005 Date: September 10, 2010
FLOOD CONTROL, RIVER AND COAST PROTECTION BOND ACT OF 2006 on November 7, 2006	

The following RESOLUTION was duly passed by the Board of Directors of the MOHAWK VALLEY STEWARDSHIP COUNCIL at a regular meeting held on September 8, 2010, by the following vote:

Ayes:	5	
Noes:	0.	
Abstentio	ns: 0	
Absent:	0	

Signed and approved by:

President, Board of Directors

WHEREAS, the Legislature and Governor of the state of California have provided Funds for the program shown above; and

WHEREAS, the Sierra Nevada Conservancy (SNC) has been delegated the responsibility for the administration of a portion of these funds through a local assistance grants program, establishing necessary procedures; and

WHEREAS, said procedures established by SNC require a resolution certifying the approval of application by the Applicant's governing board before submission of said application to the SNC; and

WHEREAS, the Applicant, if selected, will enter into an agreement with the SNC to carry out the project; and

WHEREAS, the Mohawk Valley Stewardship Council has identified the White Sulphur Springs Ranch Project Hydrologic and Spring Protection Plan as valuable toward its mission and goals.

BE IT HEREBY RESOLVED by the Board of Directors of the Mohawk Valley Stewardship Council that this Board:

- Approves the submittal of an application for the White Sulphur Springs Ranch Project Hydrologic and Spring Protection Plan; and
- 2. Certifies that Applicant understands the assurances and certification requirements in the application; and
- Certifies that the Applicant or title holder will have sufficient funds to operate and maintain the resources consistent with the long-term benefits described in support of the application; or will secure the resources to do so; and
- 4. Certifies that Applicant will comply with all legal requirements as determined during the application process; and
- 5. Appoints the President of the Board of Directors, or designee, as agent to conduct all negotiations, execute and submit all documents, including but not limited to: applications, agreements, payment requests, and so on, which may be necessary for the completion of the aforementioned project.

PASSED AND ADOPED BY THE Mohawk Valley Stewardship Council on the 10th day of September, 2010.

# State of California Secretary of State



I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of \_\_\_\_\_ page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

DEC 1 5 2008

Jehn Bowen

DEBRA BOWEN Secretary of State 3180881

## **Articles of Incorporation**

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

of

DEC 0 1 2008

## Mohawk Valley Stewardship Council

A California Public Benefit Corporation

Pursuant to the provision of the Nonprofit Corporation Law of this state, the undersigned incorporators hereby adopt the following Articles of Incorporation:

ARTICLE ONE: The name of this corporation is Mohawk Valley Stewardship Council.

ARTICLE TWO: This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes. The specific purposes for which this corporation is organized are to protect, conserve and restore the region's physical, cultural, archeological, historical and living resources and to foster education and encourage public cooperation to improve, protect, and maintain agricultural, economic, and community sustainability in the region.

**ARTICLE THREE:** The name and address in the State of California of this corporation's initial agent for service of process is Alice Berg c/o Mohawk Valley Stewardship Council, 74 Portola Mclears Road, Clio CA 96106.

#### ARTICLE FOUR:

- (a) This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.
- (b) Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (1) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code or (2) by a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.
- (c) No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of, or in opposition to, any candidate for public office.

**ARTICLE FIVE:** The names and addresses of the persons appointed to act as the initial directors of this corporation are:

Name

Address

Alice Berg

P.O. Box 66 Sierraville, CA 96126

Susan Pettinato

P.O. Box 152 Clio, CA. 96106

Marnie Smith Malpass

2504 Montavista P1 W, Scatttle, WA. 98199

William Tantau

P.O. Box 477, Clio, CA. 96106

Elizabeth Reid

1540 Chandler Road, Quincy, CA. 95971

ARTICLE SIX: The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of the organization shall ever inure to the benefit of any director, officer, or member thereof or to the benefit of any private person.

On the dissolution or winding up of the corporation, its assets remaining after payment of, or provision for payment of, all debts and liabilities of this corporation, shall be distributed to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for charitable purposes and which has established its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.

Date: October 28, 2008	
Alice Berg, Director	Elizabeth Reid, Director
Susan Settinato	hiswam
Susan Pettinato, Director	William Tantau, Director
Marnie Smith Malpass, Director	

We, the above-mentioned initial directors of this corporation, hereby declare that we are the persons who executed the foregoing Articles of Incorporation, which instrument is our act and deed.

Alice Berg, Director

Elizabeth Reid, Director

Susan Pettinato, Director

William Tantau, Director

Marnie Smith Malpass, Director



Mohawk \	alley Stewardship Counc	il
	Adopted: 9/11/0	
	Amandad:	

### By Laws

## ARTICLE I NAME AND LOCATION

#### **SECTION 1: Name**

The name of this corporation is Mohawk Valley Stewardship Council, hereinafter referred to as MVSC.

#### **SECTION 2: Principal Office**

The principal office of the corporation for the transaction of its business is located in the County of Plumas in the State of California. The corporation's mailing address is Mohawk Valley Stewardship Council, PO Box 152, Clio CA 96106.

### SECTION 3: Other Offices and Change of Address

The board of directors may at any time establish branch offices or change the office from one location to another within the named county.

## ARTICLE II PURPOSE AND OBJECTIVES

#### **SECTION 1: Purpose**

The MVSC is a community based partnership that encourages long-term cooperative endeavors to sustain, protect, and improve cultural and historical resources, natural resources and aesthetic values of the Mohawk Valley while contributing to long-term economic, agricultural and community sustainability in the region.

This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes. The specific purposes for which this corporation is organized are to protect, conserve and restore the region's physical, cultural, archeological, historical and living resources and to foster education and encourage public cooperation to improve, protect, and maintain agricultural, economic, and community sustainability in the region.

#### **SECTION 2: Objectives**

The objectives of the MVSC shall include:

- A. To bring together interested citizens, government entities, private partners and other interested parties for the purpose of protecting, conserving and restoring the region's physical, cultural, archeological, historical and living resources.
- B. To foster education, encourage public cooperation, and enhance recreation and enjoyment of the area to improve and maintain community sustainability in the region.

Mohawk	Valley	Stewardship	Council
		Adopted:	9/11/08
		Amended:	

- C. To emphasize public education and hands-on participation regarding protection, maintenance and restoration of physical, cultural, archeological, historical and living resources.
- D. To develop and maintain cooperative relationships with local, State and federal agencies and public and private entities which have an interest in protecting, maintaining and restoring physical, cultural, archeological, and living resources in the Mohawk Valley.
- E. To seek and request money from such sources as grants, contributions, sponsorship dues, and fees to support special projects and the continuing existence of the corporation.
- F. Other actions which would further the purpose of the organization.

## ARTICLE III LIMITATIONS

The corporation is dedicated to specific objectives as outlined above and as may be amended by vote of the board of directors. Specific limitations upon the corporation include:

- A. No activity, including advocacy, shall be undertaken by the corporation that could jeopardize the nonprofit status under the California Non-Profit Public Benefit Corporation laws or tax law, federal or state, for tax exempt organizations.
- B. No pecuniary gains, profits or dividends shall be distributed to officers or members of the corporation.
- Conflict of Interest issues shall be dealt with in accordance with state law.

## ARTICLE IV

#### **MEMBERS**

#### **SECTION 1: Determination of Members**

This organization is not established as a membership organization. People or organizations interested in supporting the organization by paying annual dues or fees shall not be considered to be members as the term is legally defined.

## ARTICLE V

#### DIRECTORS

#### **SECTION 1: Number and Composition**

The corporation shall have not less than five (5) and not more than nine (9) directors with the exact number to be fixed by the board from time to time. Collectively they shall be known as the board of directors. The number may be set or changed by resolution or by amendment of this bylaw, or by repeal of this bylaw and adoption of a new bylaw. The founding board of the organization is set at five members.

Mohawk Valley Stewardship Council
Adopted: 9/11/08
Amended:

### SECTION 2: Restriction Regarding Interested Persons as Directors.

Notwithstanding any other provision of these bylaws, not more than 49 percent (49%) of the persons serving on the board may be interested persons. For purposes of this section, an "interested person" is (a) any person compensated by the corporation for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person.

#### **SECTION 3: Powers and Duties**

Subject to the provisions of the California Nonprofit Public Benefit Corporation law and any limitations in the articles of incorporation and bylaws relating to action required or permitted to be taken the activities and affairs of this corporation shall be conducted, and all corporate powers shall be exercised, by or under the direction of the board. The board may delegate the management of the activities of the corporation to any person or persons, or committee, however composed, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the board. The board may adopt, make and use a corporate seal, logo, emblem, motto or other corporate symbol and alter the form of such from time to time as needed.

It shall be the duty of the directors to:

- a) Perform any and all duties imposed upon them collectively or individually by law, by the articles of incorporation, or by these bylaws.
- b) Conduct, manage and control the activities and affairs of the corporation as they deem to be in the best interest of the corporation.
- c) Receive and administer grants, donations, contributions, fees and dues from public and private funding sources that support the activities and objectives of the corporation and to enter into contracts for such activities.
- d) Select and remove any and all officers, agents and executive director, if any, of the corporation, prescribe powers and duties for them that are consistent with law, with the articles of incorporation and with these bylaws and fix their compensation, if any.
- e) Fix the location and change or establish the location of the principal executive office and any other branch offices.
- f) Register their addresses with the secretary of the corporation and notices of meetings mailed or electronically delivered to them at such addresses shall be valid notices thereof.
- g) Meet at such times and places required by these bylaws.

#### **SECTION 4: Terms of Office**

Each director shall serve a three-year term, which shall begin on the date elected. Directors may serve consecutive terms.

Mohawk Valley Stewardship Council
Adopted: 9/11/08
Amended:

The board may, at its discretion, develop a means to provide for staggered terms for directors to maintain continuity. Directors shall continue to serve until his or her successor is elected and qualifies.

#### **SECTION 5: Nomination and Election of Directors**

#### A. NOMINATIONS

The board of directors may, by a majority vote of directors, designate a nominating committee consisting of at least two current directors and which may include other persons who are not also members of the board. The nominating committee shall establish a slate of nominees for consideration by the board. The slate of nominees shall provide for equal geographic representation of the watershed and conform to Section 1 of this article. The nominating committee may also be charged with additional responsibilities for board development as deemed appropriate and necessary by the board.

#### B. ELECTION

The election of directors shall take place at the annual meeting each calendar year in which a director's term has ended.

#### **SECTION 6: Vacancies**

#### A. EVENTS CAUSING VACANCY

A vacancy or vacancies on the board shall exist (1) on the death, resignation, or removal of any director, and (2) whenever the number of authorized directors is increased. The board of directors may declare vacant the office of a director who has been declared of unsound mind by a final order of court, or convicted of a felony, or been found by final order or judgment of any court to have breached a duty under Section 5230 and following of the California Nonprofit Public Benefit Corporation Law or that has been removed in accordance with Section 7 of this Article.

#### **B. FILLING VACANCIES**

Vacancies on the board may be filled by approval of the board, or, if the number of directors then in office is less than a quorum, by (1) the unanimous written consent of the directors then in office, or (2) the affirmative vote of a majority of the directors then in office at a meeting held pursuant to notice or waivers of notice complying with these bylaws, or (3) a sole remaining director.

A person elected to fill a vacancy as provided by this Section shall hold office until the end of the term of the vacant position. The board, at its discretion, may choose not to fill any vacancy that does not result in the number of directors falling below the minimum specified in Section 1 of this Article.

#### C. REDUCTION OF NUMBER OF DIRECTORS

No reduction of the authorized number of directors shall have the effect of removing any director before the director's term of office expires.

#### SECTION 7: Resignation, Removal or Leave of Absence of Directors

Any director may resign effective upon giving written notice to the president of the board, if any, or to the secretary, or the board of directors, unless the notice specifies a later time that such resignation would become effective. No director may resign if the corporation would then be left without a duly elected director or directors in charge of its affairs, except on notice to the Attorney General of California.

Failure of a board member to attend 3 consecutive Board of Director Meetings may result in that member being removed or asked to resign, if such action is approved by the majority of the board.

A director may request a leave of absence for a limited period of time; any such leave must be approved by the directors at a regular or special meeting. If such leave is granted, the number of board members will be reduced by one in determining whether a quorum is or is not present.

Any director may be removed from the board by an affirmative vote of the majority of the board present at an official meeting of the board.

#### **SECTION 8: Conflict of Interest**

The organization shall develop and adopt a conflict of interest policy to state that no director shall gain profitably or financially in any manner from that position.

#### **SECTION 9: Compensation and Reimbursement**

Directors and members of committees shall not receive compensation for their services as such. They may be reimbursed for documented expenses for activities on behalf of the corporation as approved by the board.

#### **SECTION 10: Non-liability of Directors**

The directors shall not be personally liable for the debts, liabilities, or other obligations of the corporation.

#### ARTICLE VI BOARD OF DIRECTORS MEETINGS

#### **SECTION 1: Regular Meetings**

The board of directors shall hold regularly scheduled meetings to conduct the corporation's business at least quarterly or at intervals set by the board. Regular meetings of directors shall be held at a time and place designated by the board of directors.

#### **SECTION 2: Special Meetings**

Special meetings of the board for any purpose may be called at any time by the president of the board, the vice president, the secretary, or by any two directors. Notice of the time and place of the meetings shall be given to each director by one of the following methods: (a) by personal

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Adopted: 9/11/08
Amended:

delivery of written notice, (b) by first-class mail, (c) by telephone, (d) fax or (e) e-mail. All such notices shall be given or sent to the director's address or telephone number as shown on the records of the corporation.

#### **SECTION 3: Annual Meeting**

The regular meeting in November shall be the annual meeting unless otherwise designated by the board. At the annual meeting directors shall be elected by the board of directors in accordance with Article V of these bylaws.

## **SECTION 4: Meetings by Electronic Communication Devices**

If at any time this corporation becomes subject to the Brown Act, the rules of the Brown Act will apply. Until such time as the corporation may become subject to the rules of the Brown Act, any meeting may be held by conference telephone, electronic video screen communication, or other communications equipment. Participation in a meeting through use of conference telephone constitutes presence in person at that meeting, so long as all directors participating in the meeting can hear one another. Participation in a meeting through the use of electronic video screen communication or other communications equipment (other than conference telephone) constitutes presence in person at that meeting if all of the following apply:

- a) Each director participating in the meeting can communicate with all of the other directors concurrently;
- b) Each director is provided the means of participating in all matters before the board, including, without limitation, the capacity to propose, or to interpose an objection to, a specific action to be taken by the corporation; and
- c) The corporation adopts and implements some means of verifying 1) that all persons participating in the meeting are directors of the corporation or are otherwise entitled to participate in the meeting, and 2) that all actions of, or votes by, the board are taken and cast only by directors and not by persons who are not directors.

### **SECTION 5: Notice of Meetings**

Regular meetings of the board may be held without notice. Special meetings of the board shall be held upon four (4) days' notice by first-class mail or forty-eight (48) hours' notice delivered personally or by telephone or telegraph. If sent by mail or telegraph, the notice shall be deemed to be delivered on its deposit in the mails or on its delivery to the telegraph company. Such notices shall be addressed to each director at his or her address as shown on the books of the corporation and shall describe the purpose of the special meeting. Notice shall be given of any adjourned regular or special meeting to directors absent from the original meeting.

#### **SECTION 6: Contents of Notice**

Mohawk	Valley	Stewardship	Council
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		Amandad.	

Notice of meetings not herein dispensed with shall specify the place, day, and hour of the meeting.

#### SECTION 7: Waiver of Notice and Consent to Holding Meetings

The transactions of any meeting of the board, however called and noticed or wherever held, are as valid as though the meeting had been duly held after proper call and notice, provided a quorum, as hereinafter defined, is present and provided that either before or after the meeting each director not present signs a waiver of notice, a consent to holding the meeting, or indicates approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

#### **SECTION 8: Quorum**

A simple majority (over one-half) of the board's total directors shall constitute a quorum for the transaction of business. Except as otherwise provided in these bylaws or in the articles of incorporation, or by law, no business shall be considered by the board at any meeting at which a quorum is not present and the only motion which the chair shall entertain at such meeting is a motion to adjourn.

Every action taken or decision made by a majority of the directors present at a duly held meeting at which a quorum is present shall be the act of the board, subject to the most stringent provisions of the California Nonprofit Public Benefit Corporation Law, including, without limitation, those provisions relating to (a) approval of contracts or transactions in which a director has a direct or indirect material financial interest, (b) approval of certain transactions between corporations having common directorships, (c) creation of and appointments to committees of the board, and (d) indemnification of directors.

A meeting at which a quorum is initially present may continue to transact business, despite the withdrawal of directors, if any action taken or decision made is approved by at least a majority of the required quorum for that meeting.

#### **SECTION 9: Adjournment**

A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of the meeting is to be given to all of the board members.

#### **SECTION 10: Executive Sessions**

If at any time this corporation becomes subject to the Brown Act, the rules of the Brown Act will apply. Until such time as the corporation may become subject to the rules of the Brown Act, Executive sessions may be called by the president of the board, vice president, or by a majority of directors during any regular or special meeting. All persons who are not directors will be excused unless invited to remain by a vote of the board. A director who is an "interested director" as defined by the California Corporations Code shall be excluded from that portion of a meeting of the board of directors in which the "transaction of interest" occurs either for

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discussion or vote. All discussions are confidential and are to remain so unless the board deems the information can be made public.

#### **SECTION 11: Committees of the Board**

#### A. MEETINGS AND ACTIONS OF COMMITTEES

Meetings and actions of committees of the board shall be governed by, held, and taken in accordance with the provisions of these bylaws concerning meetings and other board actions. Minutes of each meeting of any committee of the board shall be kept and shall be filed with corporate records. The board may adopt rules for the governance of any committee, provided they are consistent with these bylaws.

#### B. STANDING AND AD HOC COMMITTEES

The board shall have the discretion to establish standing and/or ad hoc committees that are determined by the board to be of benefit to the corporation and its members. The board shall appoint one or more members of the board to the committee as board representatives, and shall designate one of these appointed members of the board as the chair of the committee, and shall determine for each committee its purpose, the appropriate process for designation of members to the committee, its term of existence, and such other organizational, substantive, and operational matters the board deems to be appropriate. The board shall have the right at any time to terminate the existence of any committee formed pursuant to this paragraph. Members of committees formed pursuant to this paragraph need not be members of the corporation. The board shall not delegate to any committee formed pursuant to this paragraph any of the authority of the board.

#### **SECTION 12: Conduct of Meetings**

Meetings of the board of directors shall be conducted by the president of the board, or, in his or her absence, by the vice president of the corporation. The secretary of the corporation shall act as secretary of all meetings of the board. In his or her absence, the presiding officer shall appoint another person to act as secretary of the meeting.

At the discretion of the board, meetings shall be governed by consensus, or by Robert's Rules of Order, as such rules may be revised from time to time, insofar as such rules are not inconsistent with or in conflict with these bylaws, with the articles of incorporation of this corporation, or with provisions of law.

### SECTION 13: Action by Unanimous Written Consent Without Meeting

If at any time this corporation becomes subject to the Brown Act, the rules of the Brown Act will apply. Until such time as the corporation may become subject to the rules of the Brown Act any action required or permitted to be taken by the board of directors under any provision of law may be taken without a meeting, if all members of the board shall individually or collectively consent in writing to such action. For the purposes of this Section only, "all members of the board" shall not include any "interested director" as defined in Section 5233 of the California Nonprofit Public Benefit Corporation Law. Such written consent or consents shall be filed with the minutes

of the proceedings of the board. Such action by written consent shall have the same force and effect as the unanimous vote of the directors. Any certificate or other document filed under any provision of law which relates to action so taken shall state that the action was taken by unanimous written consent of the board of directors without a meeting and that the bylaws of this corporation authorize the directors to so act and such statement shall be prima facie evidence of such authority.

## ARTICLE VII OFFICERS

#### **SECTION 1: Number of Officers**

The officers of the corporation shall be a president, a vice-president, a secretary and a treasurer. A director may hold any number of offices, except that neither the secretary nor the treasurer may serve concurrently as the president.

#### **SECTION 2: Selection and Term of Officers**

The officers of the corporation shall be chosen annually as soon as possible following the annual meeting or at any time or place designated by the board of directors. Officers shall serve a one year term and may be re-elected to successive terms.

#### **SECTION 3: Removal and Resignation of Officers**

Any officer may be removed, either with or without cause, by a majority vote of the directors, at any time.

Any officer may resign at any time by giving written notice the board of directors or to the president or secretary of the corporation.

#### **SECTION 4: Vacancies in Offices**

A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled by the board of directors. In the event of a vacancy in any office other than that of president, such vacancies may be filled temporarily by appointment by the president until such time as the board shall fill the vacancy.

#### **SECTION 5: Responsibilities of Officers**

A. PRESIDENT: The president of the board shall be the chief executive officer of the corporation and shall, subject to the control of the board of directors, supervise and control the affairs of the corporation and the activities of the officers. He or she shall perform all duties incident to his or her office and such other duties as may be required by law, by the articles of incorporation, or by these bylaws, or which may be prescribed form time to time by the board of directors. The president of the board shall preside at all meetings of the board of directors. Except as otherwise expressly provided by law, by the articles of incorporation, or by these bylaws, he or she shall, in the name of the corporation, execute such deeds, mortgages, bonds, contracts, checks, or other instruments which may from time to time be authorized by the board of directors.

Mohawk Valley Stewardship Council Adopted: 9/11/08 Amended:

**B. VICE PRESIDENT:** In the absence of the president, or in the event of his or her inability or refusal to act, the vice president shall perform all the duties of the president, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the president. The vice president shall have other powers and perform such other duties as may be prescribed by law, by the articles of incorporation, or by these bylaws, or as may be prescribed by the board of directors.

C. SECRETARY. In general, the secretary shall perform all duties incident to the office of secretary and other such duties as may be required by law, by the articles of incorporation, or by these bylaws or which may be assigned to him or her from time to time by the board of directors. The secretary shall certify and keep, or cause to be kept, at the principal executive office or at a place in the State of California designated by the board, a copy of the articles of incorporation, the original, or a copy of, these bylaws as amended or otherwise altered to date.

It shall be the duty of the secretary to keep at the principal office of the corporation or other place as the board of directors may direct, a book of minutes of all meetings and actions of directors, and, if applicable, meeting of committees of directors, and members, with the time and place of holding, whether annual, regular, or special, and, if special, how authorized, the notice given, the names of the those present at directors' meetings or committee meetings, the number of members present or represented at members' meetings, and proceedings.

The secretary shall see that all notices are duly given in accordance with the provisions of these bylaws or as required by law. The secretary shall exhibit at all reasonable times to any director of the corporation, or to his or her agent or attorney, on request therefore, the bylaws, the membership book, and the minutes of the proceedings of the directors of the corporation.

The secretary shall keep the seal of the corporation, if one is adopted, in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the board of directors or in the bylaws.

**D.TREASURER:** The treasurer is the chief financial officer of the corporation and shall keep and maintain or cause and be kept and maintained, and be responsible for adequate and correct books and records of accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, and capital. The treasurer shall be responsible and accountable for operating budgets and separate project budgets. The projections of funds needed from grant money will be handled by the treasurer or his or her designee, as will the general budgets and special projects. The treasurer shall send or cause to be given to the members and directors such financial statements and reports as required to be given by law, by these bylaws, or by the board. The book of accounts shall at all reasonable times be open to inspection. The treasurer shall prepare or cause to be prepared various reports including but not limited to tax returns as required by law, grant requests and grant reporting.

The treasurer shall receive and give receipt for, monies due and payable to the corporation from any source whatsoever. The treasurer shall deposit or cause to be deposited all money and other valuables in the name and to the credit of the corporation with such depositories as may be designated by the board of directors. The treasurer shall disburse, or cause to be disbursed, the funds of the corporation as may be ordered by the board of directors, shall

render to the president of the board, if any, and the directors, whenever they request it an account of all transactions and the financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by directors or the bylaws.

If required by the board, the treasurer shall give the corporation a bond in the amount and with the surety or sureties by the board for faithful performance on the duties of the office and for restoration to the corporation of all of its books, papers, vouchers, money and other property of every kind in the possession or under the control of the treasurer on his or her death, resignation, retirement, or removal from office.

In general, perform all duties incident to the office of treasurer and such other duties as may be required by law, by the articles of incorporation, or by these bylaws, or which may be assigned to him or her from time to time by the board of directors.

## ARTICLE VIII INDEMNIFICATION

To the fullest extent permitted by the laws of the state of California, this corporation shall have the power to indemnify and hold each volunteer director and officers, and all employees, and other persons described in Section 5238 of the California Corporations Code, including persons formerly occupying any such position free and harmless against all expense, judgments, fines, settlements and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the corporation, by reason of the fact the person is or was a person described in that sections.

"Expenses," as used in this bylaw, shall have the same meaning as in Section 5238(a) of the California Corporations Code. This provision shall not apply to matters in which a Director has been adjudged liable for misconduct in the performance of his duties.

## ARTICLE IX FINANCIAL MATTERS

#### **SECTION 1: Fiscal Year**

The fiscal year of this corporation shall run concurrent with the calendar year January 1 through December 31.

#### **SECTION 2: Dues and Fees**

The board of directors, by resolution, may establish a means by which people and organizations may pay annual dues or fees to support the organization or receive certain privileges. The payment of dues or other such fees shall not be construed as granting legal membership rights by the corporation unless the board of directors takes action to establish itself as a membership structure.

#### SECTION 3: Disbursements, Checks and Notes

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	Amended:

The board shall develop and adopt specific policies to guide budget development and disbursements.

#### **SECTION 4: Execution of Instruments**

The board of directors, except as otherwise provided in these bylaws, may by resolution authorize any officer or agent of the corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances. Unless so authorized, no officer, agent, or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

#### **SECTION 5: Gifts**

The board of directors may accept on behalf of the corporation any contribution, gift, bequest, or device for the charitable or public purposes of this corporation.

#### **SECTION 6: Insurance**

The board of directors may adopt a resolution authorizing the purchase and maintenance of adequate insurance coverage for officers and directors liability, as well as bonding for signers of checks in amounts set by the board of directors.

#### **SECTION 7: Corporate Seal**

The board of directors may adopt, use, and at will alter, a corporate seal. Such seal shall be kept at the principal office of the corporation or at a place in the State of California designated by the board. Failure to affix the seal to corporate instruments, however, shall not affect the validity of any such instrument.

## ARTICLE X CORPORATE RECORDS

#### **SECTION 1: Directors' Inspection Rights**

Every director shall have the absolute right at any reasonable time to inspect and copy all books, records, and documents of every kind and to inspect the physical properties of the corporation.

#### **SECTION 2: Right to Copy and Make Extracts**

Any inspection under the provisions of this Article may be made in person or by agent or attorney and the right to inspection includes the right to copy and make extracts. The costs of any copies shall be paid by the requestor.

#### **SECTION 3: Annual Financial Report**

The corporation will cause a report to be prepared annually and made available within one hundred twenty (120) days after the close of the corporation's fiscal year to all directors of the corporation. The report shall also be maintained by the Treasurer. The report shall contain the following information in appropriate detail:

- A. The assets and liabilities of the corporation at the end of the fiscal year.
- B. The principal changes in assets and liabilities.
- C. The revenues or receipts of the corporation both unrestricted and restricted to particular purposes.
- D. The expenses or disbursements of the corporation for both general and restricted purposes.

#### **SECTION 4: Annual Statements**

Each director, principal officer, and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- (a) has received a copy of the conflicts of interest policy,
- (b) has read and understands the policy,
- (c) has agreed to comply with the policy, and
- (d) understands the corporation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

## ARTICLE XI AMENDMENT OF BYLAWS

Subject to any provision of law applicable to the amendment of bylaws of public benefit nonprofit corporations, these bylaws may be altered, amended or repealed, or new bylaws adopted, by approval of the board of directors at any regular or special meeting of the board, provided that the notice for the meeting includes the submittal to the board of directors, in writing, of the proposed bylaw changes at least ten (10) days in advance of the meeting at which they are to be acted upon.

### ARTICLE XII AMENDMENT OF ARTICLES OF INCORPORATION

Any amendment of the articles of incorporation may be adopted by approval of the board of directors.

#### ARTICLE XI DISSOLUTION

Upon dissolution of this corporation any funds remaining, after provision has been made to fulfill its obligations, shall be distributed to one or more regularly organized and qualified charitable, educational, scientific, or philanthropic organizations to be selected by the board of directors.

Mohawk Valley	Stewardship Council
•	Adopted: 9/11/08
	Amended:

### WRITTEN CONSENT OF DIRECTORS ADOPTING BYLAWS

We, the undersigned, are all the persons named as the initial directors in the articles of incorporation of Mohawk Valley Stewardship Council, a California Nonprofit Public Corporation, and, pursuant to the authority granted to the directors by these bylaws to take action by unanimous written consent without a meeting, consent to, and hereby do, adopt the foregoing bylaws, consisting of fifteen (14) pages, as the bylaws of this corporation.

Dated: Oct 20, 2008		
Signed Graphell Reid	_, Director	(Eligabeth Reid)
Signed Marcel Sutt Mayor	_, Director	(Marnie Smith Malpass)
Signed Afric Bas	_, Director	(Alice Berg)
Signed Susan Pettingto	_, Director	(Susan Pettinato)
Signed and h	_, Director	( William Tantau)
Signed	_, Director	
Signed	_, Director	

#### CERTIFICATE OF SECRETARY

This is to certify that the foregoing is a true and correct copy of the Mohawk Valley Stewardship Council Bylaws and that such bylaws were duly adopted by the board of directors of said corporation on the date set forth below.

Signed:	a	Tank	m-	otto difference and property an	
	Dated:		11/11/	108	

DEPARTMENT OF THE TREASURY

INTERNAL REVENUE SERVICE P. O. BOX 2508 CINCINNATI, OH 45201

Date: MAY 28 2009

MOHAWK VALLEY STEWARDSHIP COUNCIL C/O ALICE BERG PO BOX 25 CLIO, CA 96106 Employer Identification Number: 26-3910738 DLN: 17053012307009 Contact Person: ID# 50304 DONNA ELLIOT-MOORE Contact Telephone Number: (877) 829-5500 Accounting Period Ending: December 31 Public Charity Status: 170(b)(1)(A)(vi) Form 990 Required: Yes Effective Date of Exemption: December 01, 2008 Contribution Deductibility: Yes Addendum Applies:

#### Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

#### **PROJECT SUMMARY**

SNC Reference Number (enter if previously assigned)

**County: Plumas** 

**Applicant: Mohawk Valley Stewardship Council** 

Project Title: White Sulphur Springs Ranch Hydrologic and Spring Protection

Plan

#### **PROJECT GOAL**

To develop a spring protection plan that will identify and map all springs and water features on WSSR, assess the quality and quantity of water of each feature, determine ecosystem functions, and develop best management practices to protect springs so that recreational use can occur while protecting water features at WSSR.

#### PROJECT SCOPE

The White Sulphur Springs Ranch has numerous seeps and springs, small tributaries, wetlands and riparian zones that provide unique habitats for aquatic and riparian dependent species, as well as serving as headwater sources to a major Sierra Nevada meadow system (Mohawk Valley), Sulphur Creek and downstream. Deeper geologic features such as seeps and springs, which are charged through a greater than annual recharge regime, are important components of hydrologic processes in small (and large) watersheds and may become even more critical under climate change. Springs originating at WSSR help support local summer baseflows and thus influence aquatic habitat quality and quantity on site and downstream as well as species diversity. Springs at WSSR provide multiple natural, recreational, and economic benefits for recreational users and the local community as they provide water for a warmsprings swimming pool, fire safety, living laboratories for environmental education, aesthetic benefits to outdoor users and special habitat for aquatic and riparian dependent species. Preliminary assessments estimate that there are more than 23 springs on and within the vicinity of WSSR, representing a large concentration of freshwater springs in the Sulphur Creek watershed. The quantity and quality of water discharging from WSSR's springs, however, must be protected as the property is restored for public use since the quality of spring water will affect recreation quality and ecological conditions. In addition to site protection at springs and seeps, the quality of water entering the ground and springs is influenced by human activities on the land within a watershed and ground water recharge basin or springshed for each spring. Of particular concern statewide are increased pollutants in groundwater from wastewater. fertilizers, and stormwater runoff.

Recognizing the impending restoration of WSSR for public use, the MVSC is proposing to identify springs and all other water features on the property, and develop a spring protection and restoration plan that will protect water sources while allowing and managing for their responsible use for the public benefit. For example, a large spring-fed pond at WSSR serves as a water source for fire safety on the property and this pond will also be used for bird watching, environmental education and angling (existing populations of fish). This pond will be restored for fire safety (it is currently filled in) as well as for public use and wildlife habitat. Several warm springs on the property provide water for the swimming pool. Upgrades to plumbing from these springs may be needed to meet State pool turn-over rates and water quality standards. In addition, the public desires that the swimming pool be open year-round, which would require tapping into a hotter spring on the property during winter months. The MVSC is restoring trails on existing dirt roads and railroad grades, as well as installing ethnobotanical gardens and an amphitheater to maximize environmental education opportunities and cultural events for our community. Currently, several springs are diverted by man-made or eroded ditches into structures on the property and these springs must be restored to their natural drainages to restore habitat functions and to protect infrastructure on the property. Thus, there is a need for an assessment of each spring and water feature on the property including an assessment of the quality and quantity of water and associated ecosystem function of each spring: the hydrologic role and connectivity of each spring relative to maintenance of wetlands, riparian and drainage features will be determined.

The resulting deliverable will be a spring protection plan, which will identify locations, water quality, water quantity, hydrologic connectivity to special habitats and management strategies for all levels of spring protection. The plan will develop best management practices to help protect water resources as recreation opportunities are provided at WSSR. Further, to ensure the continued health of springs and

other water features on WSSR, a holistic approach to springshed (the land areas that provide their water) management will be identified including identifying the activities within the springsheds that may adversely impact the quantity and quality of ground water, in turn impacting the health of springs (both the water flow and quality) and related ecosystems. The plan will minimize recreation impacts through appropriate site design, sensitive landscaping, management strategies and effective erosion and sediment controls. The plan will establish specific planning and best management practices for planned uses such as biking and hiking trails, amphitheater events, parking, pool use and maintenance, and community events. The plan will also develop an ongoing management structure to implement and monitor the springshed protection program that is identified in the plan.

#### LETTERS OF SUPPORT

SEE ATTACHED

#### SNC PROJECT DELIVERABLES AND SCHEDULE

DETAILED PROJECT DELIVERABLES	TIMELINE
Grant Administration	May 2011-January
Grant Administration	2012
Hydrologic Assessment	June 2011-August
Trydrologic / tooccoment	2011
Spring Protection Plan	December 2011
Progress and Final Reports, PMs	May 2011-
Trogrood and this respects, the	December 2011

#### **SNC PROJECT COSTS**

PROJECT BUDGET CATEGORIES	TOTAL SNC FUNDING
Hydrologic Assessment	\$34,000
	\$30,000
Spring Protection Plan	\$7.000
Grant Administration	, ,
Progress and Final Reports, PMs	\$4,000
SNC GRANT TOTAL	\$75,000

#### 7. Evaluation Criteria

#### A. Project Quality and Readiness

#### i. General Description

The Mohawk Valley Stewardship Council (MVSC) was established as a 501(c)(3) tax exempt public benefit corporation in 2008. The mission of the MVSC is as follows: "The Mohawk Valley Stewardship Council is a forum for citizens and other entities to protect, conserve and restore the region's physical, cultural, archeological, historical and living resources and to foster education and encourage public cooperation to improve, protect, and maintain agricultural, economic, and community sustainability in the region." MVSC was established to protect and restore natural and cultural resources in the Mohawk Valley. Acquisition, restoration and operation of WSSR are the primary focus of the MVSC. The MVSC anticipates multiple community partners including those who have already pledged their support of the WSSR project (see attached letters of support).

In September 2010, the MVSC opened escrow on the White Sulphur Springs Ranch and has a signed purchase agreement with the landowner. Timing for the proposed (preplanning) spring protection plan is perfect because restoration of the recreational features on the property will not begin until after the acquisition is complete (close of escrow is October 20, 2010) and until further grant funds are secured. The MVSC currently has applied for two separate and significant State Park grants that could fund restoration of the main building for a museum and environmental education center, and for the swimming pool, trails and amphitheater.

The MVSC has been conducting outreach to the local community and beyond including the following: White Hawk Homeowners Association, Valley Ranch Homeowners Association, Mohawk Meadows Homeowners Association, Portola Rotary Club, Plumas County Board of Supervisors, Sierra Valley Resource Conservation District, Feather River Coordinated Resource Management group, Plumas Corporation, Feather River Land Trust, Beta Sigma Phi Sorority, Grizzley Boys Ranch, Plumas Sierra Rural Electric Cooperative and various private individuals that have donated funds and have pledged inkind support for the project.

The White Sulphur Springs Ranch has numerous seeps and springs, small tributaries, wetlands and riparian zones that provide unique habitats for aquatic and riparian dependent species, as well as serving as headwater sources to a major Sierra Nevada meadow system (Mohawk Valley), Sulphur Creek and downstream. Deeper geologic features such as seeps and springs, which are charged through a greater than annual recharge regime, are important components of hydrologic processes in small (and large) watersheds and may become even more critical under climate change. Springs originating at WSSR help support local summer baseflows and thus influence aquatic habitat quality and quantity and species diversity on site and downstream. Springs at WSSR provide multiple benefits to the ecosystem as well as to our community including recreational and economic benefits as the cold and hot springs provide water for a warm-springs swimming pool, a fire safety/suppression system, living laboratories for environmental

education, aesthetic benefits to outdoor users and special habitat for aquatic and riparian dependent species.

The purpose of the proposed grant funded project is to provide information on existing conditions of springs and other water features (streams, ditches and wetlands) on the property, assess potential impacts of proposed recreation uses, and formulate protection measures and restoration actions that will either maintain existing conditions or restore springs and water features to desired conditions (properly functioning) at WSSR. The over-all goal is to use the final report to inform design of restoration actions and recreation use at WSSR. Specific goals are as follows: 1) document locations of springs and water features at WSSR and provide a map of all features; 2) review documents that describe water rights at WSSR and incorporate into final report; 3) measure water quality and quantity at each spring and water feature; 4) determine hydrologic role, springshed condition and connectivity of each spring and water feature; 5) determine existing use relative to fire suppression system, warm springs pool, potable water sources, landscape irrigation; 6) map proposed recreation features (trails, amphitheater, pool, ethnobotanical gardens) relative to springs and other water features; 7) determine potential impacts of water use and recreation features; 8) formulate Best Management Practices and avoidance measures that will maintain or restore springs and water features; 9) determine restoration actions needed to restore springs and water features (e.g. that there are manmade ditches on the property that currently divert flows from springs out of natural drainage features); 10) prepare a final report documenting all information collected including mapped features. The final report describing the above items is the project deliverable. The SNC grant will be used to fund all of the steps outlined above.

The proposed SNC grant funded project is part of a larger project to acquire and restore WSSR. Related actions that have already occurred are 1) acquisition of WSSR is almost complete (MVSC is in escrow with landowner – escrow will close October 20, 2010); and, 2) a preliminary spring location assessment was completed in November 2009. Preliminary assessments estimate that there are more than 23 springs on and within the vicinity of WSSR, representing a large concentration of freshwater springs in the Sulphur Creek watershed.

#### ii. Workplan and Schedule (refer to Table 1 below for schedule) Task 1 Grant Administration

MVSC will have full responsibility for the conduct of the project supported by the SNC grant and for the results achieved. MVSC will monitor the performance of the project to assure adherence to performance goals, time schedules and other requirements as appropriate to the project and the terms of the grant. MVSC agrees to comply with applicable requirements for grants and to the prudent management of all expenditures and actions affecting the grant. Documentation for each expenditure or action affecting the grant shall reflect appropriate organizational reviews and approvals. Organizational reviews will help assure that expenditures are allowable, necessary and reasonable for the conduct of the project, and that the proposed actions are consistent with grant terms and conditions; is consistent with MVSC and SNC policies; represents effective utilization of resources; and does not constitute a change in objective or scope.

Grant administration will include the following tasks:

- Pre-award set-up (identify human resources needed to complete project and outreach protocol; develop Job Hazard Analysis/Safety sheets for field personnel; identify equipment availability and needs)
- Post-award set-up (establish accounts and cost policies)
- Spending and Tracking Grant Award (procure resources; budgetary control; billing; maintain tracking system)
- Close Out
- Audit and retention

#### Task 2 Hydrologic Assessment

A preliminary spring assessment has been completed by volunteer hydrologists and wetland scientist. This consisted of a walk-through of the entire property to establish an estimate of the number of springs and water features and scope of work that will be required to complete a comprehensive protection plan (Task completed in November 2009). The hydrologic assessment will be conducted in the field by qualified hydrologist, wetland scientist, field technician and project engineer. As described in the Project Summary form, the assessment will consist of mapping all water features on the property, quantifying flows, measuring water quality parameters (e.g. field measurements of pH, temperature, conductivity, salinity; and collecting samples for full laboratory analyses including bacteria and e-coli), and determining the hydrologic role of each (e.g. one spring is piped into a system for fire suppression, one springs feeds the pool, several springs are sources for wetland habitats, etc.) and connectivity of each water feature. An assessment of springshed condition will also be conducted including vegetation, soils. geology, hydrology and sediment sources. Existing and proposed use of water, as well as recreation use, will be assessed relative to impacts to existing conditions of all water features and riparian and wetland habitat. Measures needed to protect water features will be determined in the field as well as upgrades needed to protect existing spring-fed water systems. Restoration actions needed for water features (e.g. there are numerous manmade ditches that divert spring flows) will be identified, with the goal of restoring flows to natural drainage features to support streams, wetlands and riparian habitats.

#### Task 3 Report Preparation/Plan

The plan will contain the following primary elements:

- Mapped locations of all water features on WSSR showing connectivity to other special habitats on and off of the property.
- Mapped recreation features relative to water features.
- Results of water quality and quantity assessments.
- Narrative describing existing conditions and desired future conditions of water features and springsheds.
- Narrative describing recreation use and potential impacts.
- Best Management Practices needed to protect, maintain and/or enhance water features.
- Identification of restoration opportunities and design opportunities relative to protecting and enhancing water features, riparian and wetland habitat and recreation use.

The plan will identify locations, water quality, water quantity, hydrologic connectivity to special habitats and management strategies for all levels of spring protection. The plan will identify and develop best management practices to help protect water resources as recreation opportunities are provided at WSSR. To ensure the continued health of springs and other water features on WSSR, a holistic approach to springshed (the land areas that provide their water) management will be identified including identifying the activities within the springsheds that may adversely impact the quantity and quality of ground water, in turn impacting the health of springs (both the water flow and quality) and related ecosystems. The plan will minimize recreation impacts through appropriate site design, sensitive landscaping, management strategies and effective erosion and sediment controls. The plan will establish specific planning and best management practices for planned uses such as biking and hiking trails, amphitheater events, parking, pool use and maintenance, and community events. The plan will also develop an ongoing management structure to implement and monitor the springshed protection program that is identified in the plan.

Factors that could affect the project timeline and completion are delays in obtaining the SNC grant. The timing of the SNC grant is out of our control, however, the proposed tasks and associated potential delays will be addressed through early communication with qualified consultants including obtaining a timeline commitment consistent with the above schedule prior to initiation of work.

Table 1. White Sulphur Springs Ranch hydrologic and spring protection plan - grant task schedule.

501100010.	
Grant Administration	May 2011-January
	2012
Hydrologic Assessment	June 2011-August
	2011
Report Preparation/Plan	December 2011
Progress and Final Reports, PMs	May 2011-
	December 2011

#### iii. Budget

Monetary or in-kind support

The WSSR project has steam rolled into a community effort as evidenced by the funds that MVSC has been able to raise at our annual fundraisers, the breadth of volunteers that have given their time for work on site and at fundraiser, the private donations given to the project to restore the pool and buildings, and positive media coverage that the project continues to receive. Grant funds and "seed money" have been obtained to date from Caltrans (\$500,000) and the National Trust for Historic Preservation (\$500). Other large grant funds are being sought for the restoration of the historic buildings and pool, and to utilize existing facilities for environmental education (two State Park grants have been submitted: Nature Education Facilities and Community Parks grants; \$1 million and \$1.9 million dollar requests for restoration). As a result of community outreach, cash donations and in-kind support have been pledged for the restoration phase including from

community organizations, restoration specialists, landscapers, engineers, hydrologist and contractors. Specifically, the Feather River Coordinated Resource Management Group has donated in-kind support towards the proposed plan by providing a hydrologist to do preliminary site assessments. MVSC board members and FRLT staff have volunteered their time to conduct community outreach, landowner coordination, and to complete grant applications as follows:

Alice Berg community outreach, landowner coordination, grant applications (300 hours)

Sally Tantau Designs, (200 hours)

Ginny Liljlefelt Human Resources Specialist, skilled labor and volunteer outreach (100 hours)

Bill Tantau Secretary, community outreach, grant application (200 hours)
Susan Pettinato Treasurer, community outreach, book keeping (200 hours)

Marnie Malpass Attorney, Board Member, non profit application and

oversight, grant applications (200 hours)

Kim Kalbaugh Contractor, restoration planning (60 hours)

Laura Mello/LJM Design Group

Landscape architect, project artistic

renderings for outreach purposes (40 hours)

Susan-Marie Hagen Learning Landscapes Coordinator, Graeagle/Portola

Alumni Association, Museum Coordinator (40 hours)

Casey Stone and crew Roofer, installed new roof on historic building (40 hours)

Garcia Landscaping Grounds maintenance (40 hours)

Peter Collins Architect, building and pool scaled plans for cost estimating (40 hours)

Terry Benoit Hydrologist, preliminary spring assessment (20 hours)

Tom Connelly Structural Engineer, historic building and pool restoration planning (40 hours)

In addition to the above professionals who have donated their time to the project, countless volunteers have donated time to organize our annual fundraiser, and numerous businesses from the local area, Truckee and Napa have donated silent auction items to our fundraisers.

#### **Grant Funded Tasks**

Also see Budget Worksheet for details.

Table 2. Proposed budget

	TOTAL SNC
PROJECT BUDGET CATEGORIES	FUNDING
Hydrologic Assessment	\$34,000
Spring Protection Plan	\$30,000
Grant Administration	\$7,000
Progress and Final Reports, PMs	\$4,000
SNC GRANT TOTAL	\$75,000

#### Dependence on Other Funding Sources

The proposed plan does not depend on other funds. The larger project (restoration of the pool and historic buildings) does depend on other funds. However, the MVSC is actively working with Plumas County regarding the first phase of the restoration project (restoring the warm springs swimming pool and grounds). This phase of the project will allow the public to begin using the facility in the near future.

#### Statement of Funding

Funding from SNC grant would be sufficient to pay for the plan and associated assessment.

#### Cost-effectiveness of the Project

The cost of hiring a consultant to conduct the hydrologic assessment and springshed assessment, in addition to the report preparation, can vary depending on hourly rates. However, our estimate is within a standard range for these types of reports relative to the scope of the project and number of hours we anticipate that this project will require. The proposed project is cost effective because it will prevent adverse impacts to springs from recreation use and the plan will utilize existing information collected in November 2009.

#### iv. Status of Agreements and Land Tenure

Agreements and Commitments from Project Partners.

The MVSC has numerous partners including the Feather River Land Trust, the Feather River Coordinated Resource Management Group, the Plumas Corporation, and local civic and community organizations. Caltrans have granted \$500,000 for acquisition. The landowner has donated \$700,000 for acquisition. Private donors have given over \$25,000 for restoration. These partners have pledged to continue their support for the over-all project and will provide resources in the future. This project is limited in scope and MVSC will be the primary administrator of this grant.

#### Land Tenure.

The MVSC is in escrow on WSSR and has obtained a signed purchase agreement. Escrow will close on October 20, 2010, at which time MVSC will have fee title.

#### B. Proposition 84 Land and Water Benefits

The WSSR lies at the headwaters of the Middle Fork Feather River watershed, within the Sulphur Creek subwatershed. The Feather River watershed is located in California's northern Sierra Nevada and encompasses a broad variety of terrain, climate, historic use, and flora and fauna. The Feather River watershed has long been recognized for its recreational, water and aesthetic values. An abundance of montane rivers, lakes and reservoirs dot the landscape, creating both summer and winter recreational opportunities. Water originating from these drainages represents a significant component of the State Water Project and provides high quality water for hydro generation, agriculture, industry and cities in the south. The Feather River watershed has been impacted by 140 years of intense human use. Past mining, grazing, timber harvest practices, wildfire, railroad and road construction have contributed to the degradation of over 60 percent of the watershed, resulting in accelerated erosion, degraded water quality, decreased vegetation

and soil productivity, and degraded terrestrial and aquatic habitats. Annually, 1.1 million tons of sediment is delivered to Rock Creek Dam at the downstream end of the East Branch North Fork Feather River of which 80 percent is attributable to man's activities. Long-term vegetation disturbance and consequent gully erosion has led to a dramatic change in hydrology, leading to reduced summer flow, higher summer water temperature, lower water tables, reduced meadow storage capacity, and a trend from perennial to intermittent flow. Many downcut streams no longer sustain late-season flow, causing adverse consequences to riparian and upland vegetation, aquatic communities, and downstream water users. The Feather River Coordinated Resource Management (FRCRM) group has implemented several restoration projects within subwatersheds of the Feather River, including the Sulphur Creek watershed near the WSSR, to reverse these negative trends and improve overall watershed condition. FRCRM group has several projects completed and ongoing within the Sulphur Creek watershed near the WSSR including on Haskell, Boulder and Raap-Guidici creeks. Restoration of Sulphur Creek near Highway 89 is planned for 2009-2010. These projects are part of a complex of projects identified in the Sulphur Creek Watershed Analysis (FRCRM 2004) due to the active channel incision which is delivering high levels of destabilizing bedload material to Sulphur Creek. These projects have (and will) restored floodplain function through the use of innovative "soft" restoration techniques.

The WSSR is part of this water complex in the Sulphur Creek watershed and contains numerous springs, wetlands and drainage features that contribute watershed products and water quality to Sulphur Creek and downstream. The WSSR is uniquely located along a fault and has numerous geothermal springs on its 37 acres. In addition to the warm springs, there are artesian cold springs, wetlands, small unnamed tributaries, a pond, riparian habitat, upland forested watershed, meadow habitat and Maidu cultural sites. The acquisition will permanently protect this property in perpetuity (the property is zoned Rec-10 and could have been developed as a trailer park). The proposed plan will ensure that water sources are protected while recreation opportunities are provided to the public. The plan and subsequent restoration of the facility will add to past and ongoing restoration efforts aimed at improving the functions of headwater source areas of the Feather River watershed, while also restoring access to water and natural resources enjoyed historically by the public. All of these actions will improve the local economy and will increase visitor use and awareness of natural resources in the Sierra Nevada (the facility will also host environmental education events and a local museum).

The proposed plan will lead to implementation of a larger project: restoration of land and recreational use at WSSR. The plan will improve the sustainability of the over-all WSSR restoration project by providing critical information on the location and quality of springs and water features on the property, thereby allowing for protection and restoration of these features while allowing responsible recreation use of WSSR.

The plan contributes to addressing risks associated with climate change in that the springs at WSSR contribute to summer base flows to streams in the vicinity, and as these areas become drier, the importance of artesian springs becomes higher. Protection of these features will help maintain water quality and quantity to riparian, wetlands and streams.

One of the springs at WSSR is used for fire suppression and is linked to a large pond. Assessing the current function of this large spring and measures needed to protect and maintain this function, will reduce the risk of wildfire threat to WSSR, surrounding US Forest Service lands and communities. The plan also indirectly will contribute to clean energy as the MVSC is proposing to restore the existing geothermal heating system to the main building as a demonstration project for the public. The proposed plan will allow the MVSC to restore this system while protecting springs and sensitive habitats associated with springs.

#### C. SNC Program Goals

The proposed project would facilitate responsible restoration and recreation access on WSSR, which would address one or more of the SNC program goals as follows: Primary SNC Goals Addresses by the Project:

a. Provide increased opportunities for tourism and recreation.

This SNC goal is primary and thus was incorporated into the MVSC's mission statement, bylaws and Articles. Now that the acquisition of this historic property is almost complete, planning and restoration can proceed, which will significantly increase opportunities for tourism and recreation in the northern Sierra Nevada. The WSSR will be a destination spot for tourists and locals and will add to a unique mix of tourist attractions in our area that all share a deep history with our community including the Johnsville Ski Area (the first ski area in north America and home of the historic longboard races), Plumas Eureka State Park and Museum (living history demonstrations), Graeagle (historic lumber mill town), Sierra Valley (traditional agricultural community), Jim Beckwourth Cabin and Museum, and historic fishing lodges including the Graeagle Lodge, Sardine Lake Lodge and Packer Lake Lodge. The MVSC will restore the historic main buildings, swimming pool and provide trails and ethnobotanical gardens so that the public can utilize the property for recreation, environmental education, private and public events. There are very few public access areas in Mohawk Valley that allow the public access to natural

b. Protect, conserve, and restore the region's physical, cultural, archeological, historical and living resources.

horse trails that exist on public lands in this area.

resources, to enjoy the scenic overlook of this pristine meadow in the Sierra Nevada mountains, and access to public lands that surround the Mohawk Valley (US Forest Service lands are adjacent to the WSSR). The Sierra Buttes Trail Stewardship is planning a bike/hike trail adjacent to the property on the historic railroad grade that would connect Mohawk Valley to Calpine. In addition, the property is adjacent to US Forest Service lands and will provide a trailhead for the public to access undeveloped hiking, biking and

This SNC program goal is also a primary goal of the MVSC and thus was incorporated into MVSC's bylaws and Articles. The acquisition of the WSSR will protect the springs, wetlands, ponds, forests and Maidu cultural sites on the property from future residential development. The proposed plan will protect water features and springsheds while allowing and facilitating diverse recreational use (swimming, hiking, environmental education, picnics, school parties, events) of the property. All of the water features are located in the headwaters of the Feather River watershed and in the Sierra Nevada region, and contribute to watershed health, as well as to the floral and faunal diversity of our

region. In addition, the WSSR is a registered historical site (by Plumas County only). The WSSR was used as a stagecoach stop in the 1850's and after, and has been a hub of community events since that time. WSSR is an important historic and public asset to Plumas County. Acquisition of WSSR will preserve this historic and cultural icon and allow the public access to it once again. There are very few public access points in Mohawk Valley. The project would facilitate protection of the region's living and historical resources while the MVSC facilitates increased tourism, recreation and economic stimulation.

#### c. Protect and improve water quality.

The White Sulphur Springs Ranch has numerous seeps and springs, small tributaries, wetlands and riparian zones that provide unique habitats for aquatic and riparian dependent species, as well as serving as headwater sources to a major Sierra Nevada meadow system (Mohawk Valley), Sulphur Creek and downstream. Deeper geologic features such as seeps and springs, which are charged through a greater than annual recharge regime, are important components of hydrologic processes in small (and large) watersheds and may become even more critical under climate change. Springs originating at WSSR help support local summer baseflows and thus influence aquatic habitat quality and quantity on site and downstream as well as species diversity. Springs at WSSR provide multiple natural, recreational, and economic benefits for recreational users and the local community as they provide water for a warm-springs swimming pool, fire safety, living laboratories for environmental education, aesthetic benefits to outdoor users and special habitat for aquatic and riparian dependent species. Preliminary assessments estimate that there are more than 23 springs on and within the vicinity of WSSR, representing a large concentration of freshwater springs in the Sulphur Creek watershed. The quantity and quality of water discharging from WSSR's springs, however, must be protected as the property is restored for public use since the quality of spring water will affect recreation quality and ecological conditions. In addition to site protection at springs and seeps, the quality of water entering the ground and springs is influenced by human activities on the land within a watershed and ground water recharge basin or springshed for each spring. Of particular concern statewide are increased pollutants in groundwater from wastewater, fertilizers, and stormwater runoff.

Recognizing the impending restoration of WSSR for public use, the MVSC is proposing to identify springs and all other water features on the property, and develop a spring protection and restoration plan that will protect water sources while allowing and managing for their responsible use for the public benefit. For example, a large spring-fed pond at WSSR serves as a water source for fire safety on the property and this pond will also be used for bird watching, environmental education and angling (existing populations of fish). This pond will be restored for fire safety (it is currently filled in) as well as for public use and wildlife habitat. Several warm springs on the property provide water for the swimming pool. Upgrades to plumbing from these springs may be needed to meet State pool turn-over rates and water quality standards. In addition, the public desires that the swimming pool be open year-round, which would require tapping into a hotter spring on the property during winter months. The MVSC is restoring trails on existing dirt roads and railroad grades, as well as installing ethnobotanical gardens and an

amphitheater to maximize environmental education opportunities and cultural events for our community. Currently, several springs are diverted by man-made or eroded ditches into structures on the property and these springs must be restored to their natural drainages to restore habitat functions and to protect infrastructure on the property. Thus, there is a need for an assessment of each spring and water feature on the property including an assessment of the quality and quantity of water and associated ecosystem function of each spring: the hydrologic role and connectivity of each spring relative to maintenance of wetlands, riparian and drainage features will be determined.

d. Assist the Regional economy through the operation of the SNC's program. The plan would facilitate responsible restoration and recreational use, which will assist the local and regional economy. The MVSC is planning to restore the property and operate it for the benefit of the public as well as to improve the local economy. Specifically, MVSC plans to restore the historic main buildings and spring-fed swimming pool so that the public can use these facilities for events, hiking, environmental education events, as well as swimming and picnics (consistent with historic uses). Restoration of the main building will bring tourists to the area as well through operation as a conference center and museum. Thus, the plan facilitates the over-all project, which has a strong economic component and will help with economic revitalization. The WSSR is currently a "blighted property" in that it has been abandoned, not maintained, and is a fire risk to adjacent forest lands and homes as trespass occurs with no oversight. Abandoned properties also adversely affect property values and the public's perception of the region's vitality.

There are very few destinations in Mohawk Valley that allow the public access to its natural resources and that provide a view of this beautiful meadow and the Sierra Nevada Mountains. The WSSR is a prominent feature of the Mohawk Valley and naturally attracts tourists and locals due its beautiful setting and warm springs pool. The MVSC believes that operation of the WSSR will stimulate the local and regional economy through providing a destination for the public.

#### Secondary SNC Goals Addressed by the Project

a. Reduce the risk of natural disasters, including wildfire.

As stated above, the WSSR is currently a "blighted property" in that it has been abandoned, not maintained, and is a fire risk to adjacent forest lands and homes as trespass occurs with no oversight. Now that the MVSC has acquired the property, grounds will be maintained to reduce fire risk. Forested uplands be included in the Fire Safe Council's plan to protect the Mohawk Valley community from wildfire. This would entail removing ladder and ground fuels from the forested landscape to increase its resiliency to fire. WSSR is in proximity to the White Hawk development as well as to multiple individual parcels of land and US Forest Service lands that have been subject to fuels reduction projects. Acquisition of WSSR could improve forest resiliency to wildfire through fuels reduction projects that would increase the continuity of other ongoing fuels reduction projects in the Sulphur Creek watershed. One of the springs at WSSR is used for fire suppression and is linked to a large pond. Assessing the current function of this large spring and measures needed to protect and maintain this function, will reduce the

risk of wildfire threat to WSSR, surrounding US Forest Service lands and communities. The plan also indirectly will contribute to clean energy as the MVSC is proposing to restore the existing geothermal heating system to the main building as a demonstration project for the public. The proposed plan will allow the MVSC to restore this system while protecting springs and sensitive habitats associated with springs.

b. Undertake efforts to enhance public use and enjoyment of lands owned by the public.

As mentioned above, WSSR is adjacent to U.S. Forest Service lands that have undeveloped (non-system) hiking, biking and horse back riding trails. Currently, there is limited access to these lands with the exception of Berry Creek Road (off of Highway 89), and Calf Pasture Creek Road (off of County Road A15). Acquisition, planning, and restoration of WSSR will restore access to numerous recreation opportunities including access to access public lands (U.S. Forest Service) that surround Mohawk Valley.

#### D. Cooperation and Community Support

i. Demonstrated community support and project partners.

As part of its community outreach program, the MVSC has presented the project concepts to and obtained letters of support from the following entities: White Hawk Homeowners Association, Valley Ranch Homeowners Association, Mohawk Meadows Homeowners Association, Portola Rotary Club, Plumas County Board of Supervisors, Sierra Valley Resource Conservation District, Feather River Coordinated Resource Management group, Plumas Corporation, Feather River Land Trust, Beta Sigma Phi Sorority, Grizzley Boys Ranch, Plumas Sierra Rural Electric Cooperative, and the Plumas County Museum.

#### ii. Efforts to include stakeholders

The MVSC has also received support from the Plumas County Board of Supervisors due to the potential for this project to increase opportunities for local youth, and to stimulate the local economy through providing a destination for tourists. The MVSC has conducted outreach through development of a power point presentation, and has shown this presentation to various entities and service groups to increase awareness and support for this project. In addition, due to keen interest by the public, the FRLT and MVSC have worked with Feather Publishing on numerous articles pertaining to the history of WSSR and current activities related to WSSR. The MVSC has also conducted on site focus group meetings to obtain public input on restoration. Other efforts to date have included presentations and emails providing interested persons and service/civic organizations with updates on the project. An incredible number of people, and multiple generations, have memories from WSSR. The public response to project concepts has been overwhelmingly positive.

### iii. Known opposition No known opposition.

#### iv. Educational opportunities

The WSSR consists of 39 acres of forested and meadow landscape interspersed by riparian zones, aspen and cottonwood groves, wetlands, a pond, and numerous hot- and cold-springs that form the headwaters of Sulphur Creek. WSSR affords recreation users with a panoramic view of the pristine Mohawk Valley framed by a backdrop of the Sierra Nevada Mountain Range. Hot and cold springs flow naturally into small creeks and also into the historic swimming pool on the property, providing abundant spring water for wetlands, riparian ecosystems and for recreational swimmers. The MVSC is under contract with the landowner to acquire and restore the WSSR to provide a combination of the study of natural science with preservation, demonstration and education programs that will serve diverse populations. In addition to its abundant natural features, the WSSR currently has a 5,048 square foot historic (not on the National Register) building, amphitheater, two barns, a swimming pool and bath house, roads, and three highway access points. Other enhancements or developments (other than those features proposed for this grant) planned for the project site are as follows: renovation of the swimming pool and bath house; restoration of the ground floor of the main historic building (the museum would be located on the second floor) for other public uses. The MVSC is proposing multiple environmental education venues on the property as follows: 1) Environmental Education Museum and Amphitheater. The MVSC will operate a museum with exhibits focusing on the interpretation of local natural history, Maidu cultural exhibits and education, geothermal energy demonstration project, and local and regional history. The Museum Garden and interpretive trails will extend the opportunities for visitors to interact with the natural world. The amphitheater will provide a special area for large outdoor educational and cultural gatherings. ADA. The Facility will provide access ramps, an elevator (Museum), and an ADA ethnobotanical trail; 2) Geothermal Demonstration Project. The MVSC will partner with Plumas Rural Electric Company to retrofit the main ranch building with a geothermal heating and cooling system. The public will witness how this energy transformation saves energy, reduces costs and shrinks our carbon footprint; 3) Ethnobotanical Garden and Trails. The Museum Garden will include approximately three acres of native plant gardens with interpretation of ethnobotanical uses. The Garden will also serve as a laboratory for classes and programs to investigate native plants, insects, and birds. The MVSC will invite visitors to stroll through and enjoy butterfly, hummingbird, and ethnobotanical gardens and to be inspired to garden with native plants in harmony with nature.

#### v. Compatibility with plans

The plan will facilitate responsible restoration of the facility and recreation use. The MVSC has scoped the concepts and plans for operation with County Planning and Environmental Health representatives and found that proposed uses are consistent with past uses, which are consistent with existing zoning and the County General Plan. The plan and over-all project will be consistent with integrated regional water management plans, based on its protection of headwater drainage areas.

#### vi. Communications

The benefits of the plan and restoration will be communicated to the public through local news media as well as regional media including newspapers and television. The over-all acquisition and restoration project have been featured in local newspapers. Elected

officials and agencies will be invited to restoration events, fundraisers and grand opening events.

#### E. Project Management

The core mission of the MVSC is as follows:

The Mohawk Valley Stewardship Council is a forum for citizens and other entities to protect, conserve and restore the region's physical, cultural, archeological, historical and living resources and to foster education and encourage public cooperation to improve, protect, and maintain agricultural, economic, and community sustainability in the region.

The MVSC has worked with a variety of partners, including local and regional partners to successfully acquire the WSSR. The MVSC and volunteer professionals possess the range of expertise required to plan, implement, and monitor this project over both the short and long term. Our President, Alice Berg (M.S.), has extensive experience as a fisheries biologist and wetland scientist and has maintained strong, healthy relationships with the local community in eastern Plumas County, where she was born and raised.

The focus of MVSC's mission, combined with the range of expertise currently available to MVSC, will insure that all components of this project will be implemented in an efficient, professional, and timely manner.

Detailed Budget Form						
State of California - Sierra Nevada Conservancy						
APPLICANT NAME: Mohawk Valley Stewardship Co.	ıncil					
SNC REF#:	Destrution	- Di				
PROJECT TITLE: White Sulphur Springs Hydrology and Spring	Protection	n Plan				
PROJECT TYPE (choose one):						
I ACQUISITION SITE IMPROVEMENT RESTORATION PRE	PROJECTI	PLANNING				
6 ta						
SECTION ONE	OTV	UNIT*	UNIT	SUBTOTAL		
DIRECT COSTS Staff/Personnel Expense - Project Related Wages/Benefits	QTY	UNIT	CUST	SUBICIAL		
Staff/Personnel Expense - Project Related Wages/Denemis						
				\$0.00		
				\$0.00		
				\$0.00		
			TOTAL:	\$0.00		
Travel/Meeting Expense - Project Related	·	T	\$250.00	\$250.00		
Travel/Meeting Expense - Project Related			\$230.00	\$0.00		
	<del> </del>			\$0.00		
				\$0.00		
			TOTAL:	\$250.00		
Contracts/Consultants - Project Related						
Hydrologist	123	hrs	\$125.00	\$15,375.00		
Biologist/Wetland Specialist	74	hrs	95	\$7,035.00		
Environ. Consultant Report	132	hrs	125	\$16,500.00 \$12,590.00		
Engineer	84 80	hrs	150 75	\$6,000.00		
Field Technician	40	hrs hrs	125	\$5,000.00		
GIS Specialist 40 hrs 125						
Materials/Supplies - Project Related				\$62,500.00		
Postage/copies				\$100.00		
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				\$0.00		
				\$0.00		
		<u> </u>		\$0.00		
	<u> </u>	<u> </u>	TOTAL:	\$0.00 <b>\$0.00</b>		
Equipment Leases/Purchases - Project Dependent			TOTAL	\$0.00		
survey equip (water quality meters)	T	T	T T	\$1,500.00		
Survey equip (water quality meters)	1			\$0.00		
				\$0.00		
				\$0.00		
	<u> </u>			\$0.00		
			TOTAL:	\$1,500.00		
Fees - Appraisal/Permits/CEQA/Easement			eo oo I	\$0.00		
	0		\$0.00	\$0.00		
	<del> </del>			\$0.00		
		<del>                                     </del>		\$0.00		
	1			\$0.00		
			TOTAL:	\$0.00		
	DIRECT	COSTS S	UBTOTAL:	\$64,350.00		

SECTION TWO INDIRECT COSTS	QTY	UNIT*	UNIT COST	SUBTOTAL
Staff/Personnel Expense - Wages/Benefits/Consultants/Contract Labor			3	
				\$0.00
				\$0.00
				\$0.00
		L	TOTAL:	\$0.00
Printed Materials - Project related Publications/Communications/Public Outreach			00.00	
	0		\$0.00	\$0.00
				\$0.00
				\$0.00
				\$0.00
		<u> </u>	TOTAL:	Ψ0.00
Outreach/Education - Trainers fees/ facilitators/Facility Expense			TOTALI	
Odireactive ducation - Trainers rees racinators racinty expense	1 0		\$0.00	\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
			TOTAL:	\$0.00
Equipment Use Expenses - Insurance/Registrations/Maintenance/Rental				
	0		\$0.00	\$0.00
				\$0.00
				\$0.00
				\$0.00
	LL		TOTAL:	\$0.00 <b>\$0.0</b> 0
Performance Measure reporting			TOTAL	ψ0.00
Staff or Consultant - progress and final reports	43	hrs	\$85.00	\$3,650.00
			11	\$0.00
				\$0.00
				\$0.00
			ER TOTAL:	\$3,650.00
	INDIRECT		UBTOTAL:	\$0.00
OFOTON TUDES		PROJE	CT TOTAL:	\$68,000.00
SECTION THREE				
Administrative Costs (Description - Not to exceed 15% of Project Total):	1 00		tor on I	\$7,000.00
Staff Grant Administration	82		\$85.00	\$0.00
				\$0.00
				\$0.00
				\$0.00
	ADM	NISTRATI	VE TOTAL:	\$7,000.00
	SNC TOTAL G			\$75,000.00

\*Unit: Enter the appropriate unit of measure (e.g., hours = hrs., months = mos., each = ea., feet = ft., miles = mi., miscellaneous = misc., package = pkg.)

		Project	Budget Details					
		State of California -	Sierra Nevada Conse	ervancy				
APPLICANT NAME:		Mol	nawk Valley Stewardsl	hip Counc	il			
SNC REF #:	***************************************							
PROJECT TITLE		White Sulphur Sprir	ngs Ranch Hydrologic	and Sprin	g Prote	ction Plan		
PROJECT TYPE (choose one):								
I ACQUIS	SITION	SITE IMPROVEMENT	RESTORATION	PRE PR	OJECT	ANNING		
				ı				
				ı				1
SECTION FOUR							UNIT	
OTHER PROJECT CONTRIBUTIONS					QTY	UNIT*	COST	Contribution
List other funding or in-kind contributors to	project							
(i.e. Sierra Business Council, Department of Water	r Resource	s, etc.)					\$0.00	\$0.00
Feather River Coordinated Resource Man	agement	Group/Plumas Corp				hydro	85	\$3,400.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
see attached list:						000		\$0.00
680 hours volunteer labor (estimate \$85/h	ır)				+	680	85	\$57,800.00
					lotal	Otner Cor	tributions:	\$61,200.00

### Sierra Nevada Conservancy-SOG2 Grant Application White Sulphur Springs Ranch – Performance Measures

#### 9. **Performance Measures**

The following Performance Measures (PM) will be used to track progress towards project goals and desired outcomes. These PMs provide a means of reliably measuring and reporting the outcomes and effectiveness of the project and how it contributes to SNC achieving its programmatic goals:

Number of People Reached

Assessed through the number of people reached through media outlets, fund raising events other outreach efforts. The MVSC has found that numerous people contact us through our website and email subsequent to press releases and events. Thus, this PM will be measured by our growing contact list for the WSSR project, as well as the known population of subscribers and readers that utilize targeted media or that attend outreach events.

• Dollar value of Resources leveraged for the Sierra Nevada
The value of grants received would be used, including grants obtained (\$500,000) to date, donations (acquisition/landowner donation of \$700,000), monetary donations towards restoration obtained, and the several tens of thousands of dollars that could be brought to the community via increased tourism and cultural events to be held at WSSR (as measured by the number of events and attendance). This PM will be measured by tracking grants and donations for the WSSR project.

#### • Number and type of jobs created

This grant will immediately generate work for consulting hydrologists, environmental planners, field technician and an engineer. The functional equivalent of this \$75,000 grant is estimated at 1.5 FTE (full time job). Future jobs will be created now that acquisition is almost complete and as restoration and operations move forward. Human resources will be needed to maintain the facility and for daily operations. WSSR will enhance tourism to our area, which will provide more customers to local restaurants, small business and lodging facilities. This PM will be measured by the number of FTEs utilized for this grant, as well as by tracking the number of visitors to WSSR once it is in operation.

• Number of New, Improved or Preserved Economic Activities
Acquisition, planning, restoration and operation of the WSSR will create a new
community center in the Sierra Nevada i.e. a tourist destination, a conference center and
recreation hub. The WSSR project has a strong economic component, which the proposed
plan will facilitate. This PM will be measured by the number of restored or new
recreation activities that WSSR provides to tourists and community members.

#### Project-Specific Performance Measures

• Number of Collaboratively Developed Plans and Assessments
The proposed plan will be developed using an interdisciplinary team. Subsequently,
WSSR stakeholders and communities will utilize the plan to support understanding of
conditions and management options at WSSR including fire protection, water resources,
land use, tourism development, and any needed habitat surveys. This PM will be

### Sierra Nevada Conservancy-SOG2 Grant Application White Sulphur Springs Ranch – Performance Measures

measured by the number of plans completed (1 for this proposal) and utilized for community involvement.

• Percent of Pre-Project and Planning Efforts Resulting in Project Implementation The proposed plan will be utilized 100% to minimize impacts and to design the restoration and operation phases of the WSSR project. Since acquisition is almost complete, it is logical that restoration and on-the-ground work will ensue, followed by operation. The plan will be the basis for responsible recreation and water use, as well as identification of restoration needed to protect springs and other water features including riparian and wetland habitat. This PM will be measured by the number of on-the-ground actions that occur subsequent to the plan including restoration actions designed to restore or maintain water features, implementation of Best Management Practices (from the plan) to protect water features, springshed restoration and protection actions.

### Sierra Nevada Conservancy – SOG2 Grant Application White Sulphur Springs Ranch – Environmental Setting and Impacts

#### 10. Environmental Setting

The WSSR is located in the eastside of the Sulphur Creek watershed, which is tributary to the Middle Fork Feather River. Sulphur Creek Watershed is located on the eastern edge of the Sierra-Nevada crest (Mohawk Ridge) and abuts the headwaters of the North Yuba River to the west and the Carmen Creek watershed to the east. The Feather River watershed drains 3,222 square miles of land base from the Sierran crest westward into the Sacramento River. Elevation ranges from 2,250 to over 10,000 feet, and annual precipitation varies broadly from more than 70 inches on the wet western slopes to less than 12 inches on the arid east side. Vegetation is diverse and ranges from productive mixed conifer and deciduous forests in the west to sparse sage/yellow pine plant communities in the east. The Plumas National Forest manages over 80 percent of the watershed, while alluvial valleys are predominantly privately owned and are grazed by livestock.

The Sulphur Creek watershed is distinctly divided by the Mohawk Fault zone. The Westside slopes drain from over 8000 feet at Haskell Peak and the eastside of the watershed drains from 6100 feet elevation. The average annual precipitation along the western half is from 40 inches in Mohawk Valley to 60 inches at higher elevations. Along the eastern half of the watershed, precipitation ranges from 30-40 inches. Adjacent Sierra Valley receives an average of only 12 inches per year. Surface erosion dominates the eastside of the watershed, while slope failures (responding to either rain-on-snow or seismic events) are more common on the much steeper westside. The most recent flood event occurred in January 1997, which caused massive amounts of rock and soil, along with whole trees to move into Sulphur Creek and onto the valley floor. Rock types within the Sulphur Creek watershed are a mixture of metamorphic, granitic and volcanic. Sandy soils associated with granitics are very erodible and provide large quantities of sediment if water flows are concentrated, as along roadside drainage ditches and on bare steep slopes. The existing channel of Sulphur Creek is entrenched and eroding large chunks of meadowland. Much of the channel degradation has occurred in the last 50 years. The FRCRM group has plans and permits to restore the channel back to its floodplain in 2009 and 2010.

The Sulphur Creek watershed has several parallel tributaries on its westside, and only a few on its drier eastside. This contrast supports the hypothesis that the eastside is older and more stable. The westside of the watershed faces northeast, receives less incident solar radiation than the eastside, and supports mostly red fir type vegetation at the highest elevation, ponderosa pine at mid-elevations, with mixed conifer at lower elevations. The eastside of the watershed is predominantly mixed conifer throughout, with pockets of juniper and oak, while the valley bottom is a mosaic of wet meadow and grasslands. Summer air temperatures can reach 100°F in this watershed during the hottest part of the day, and well below freezing in winter. Water temperatures in Sulphur Creek can exceed lethal levels for cold water fisheries (FRCRM 2004) during the hottest months of summer.

#### Sierra Nevada Conservancy – SOG2 Grant Application White Sulphur Springs Ranch – Environmental Setting and Impacts

The two main tributaries in the eastside of the watershed (Calf Pasture and Berry creeks) deliver mostly fine sediment to Sulphur Creek, degrading water quality and aquatic habitats. In addition, roads are contributing significant amounts of sediment and adding to apparent peaks during high flow events. The U.S. Forest Service has recently (2008) begun restoring old road beds to reduce erosion and the FRCRM has restored tributaries to Sulphur Creek. The historic streamflow regime has also been altered by human disturbance. Restoration of sediment storage capability and floodplain function are a high priority along with reducing the sources of sediment.

Land uses in the Sulphur Creek watershed have included timber harvest, livestock grazing, mining and urbanization. Timber harvest disturbances were minor until the 1900s when timber extraction began in earnest during World War II. Most slopes in the watershed were mined of most all of their timber. Timber harvest continues today at a much reduced level. Livestock grazing (sheep and cattle) began prior to 1900 and continues today throughout most of the valley bottom, on both private and public lands. Copper and fold mining occurred in headwater areas, and instream gravel mining occurred soon after the 1955 flood. Riparian vegetation was removed by gravel extraction operations and livestock grazing. Much of the native willow vegetation has recovered from past impacts. Urbanization has created impervious surfaces in the valley, increasing peak flows and carrying pollutants. Stream channels have been constricted by roadways, banks have been hardened to protect roads and channel filling and loss of floodplain capacity has occurred due to development.

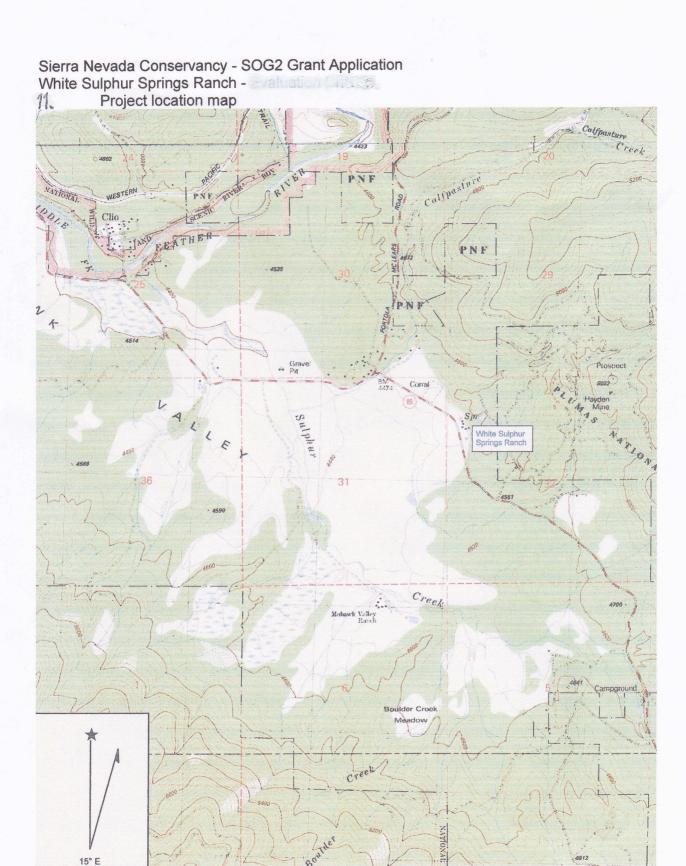
The village of Graeagle and its nearby communities, as well as the City of Portola are the nearest towns. Six golf courses in the Graeagle area have made the area a renowned golf vacation destination. Visitors also come to enjoy a variety of other outdoor pursuits, including hiking, camping, horseback riding, fishing and winter recreation. The area caters to visitors and second homeowners year-round with several fine dining and lodging establishments. The area serves as the southern gateway to the county and is only an hour from nearby Truckee and Reno.

Eureka Bowl above Johnsville attracts history buffs as well as Nordic and downhill skiers. The site is near the oldest recorded ski racing area in the western hemisphere and hosts the annual Historic Longboard Ski Revival Series races organized by the Plumas Ski Club. South of Mohawk Valley, the Lakes Basin Recreation Area contains dozens of lakes, recreational and camping facilities.

Sensitive habitats and areas in the Sulphur Creek watershed and on the WSSR include riparian, wetlands, meadows and springs, along with Maidu cultural sites.

# Sierra Nevada Conservancy – SOG2 Grant Application White Sulphur Springs Ranch – Project Location

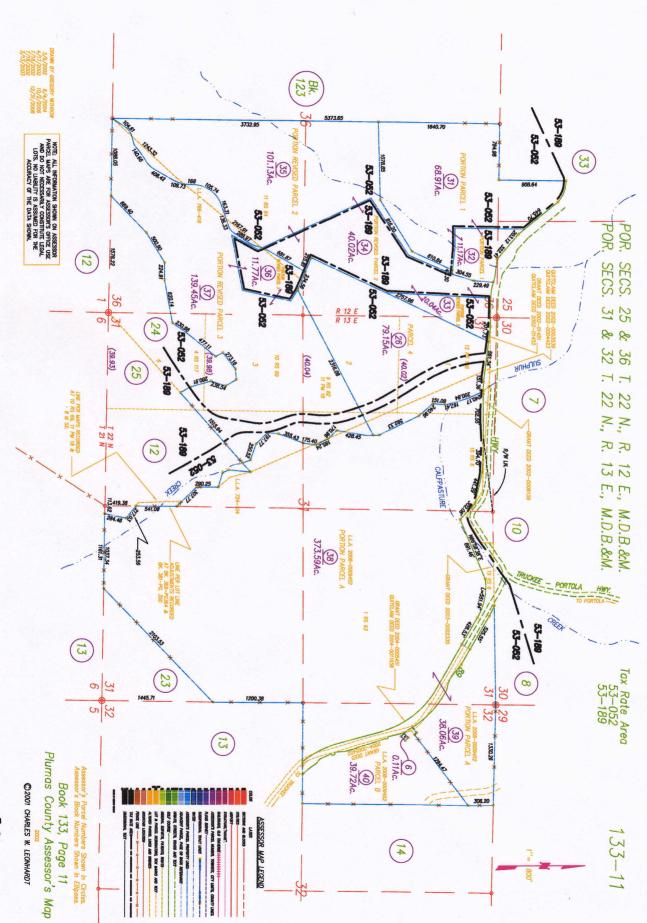
11. Project Location Map (see Attached)



Name: CLIO Date: 2/20/2009 Scale: 1 inch equals 2000 feet Location: 039° 43' 31.91" N 120° 33' 30.99" W Caption: White Sulphur Springs Ranch, Clio, CA

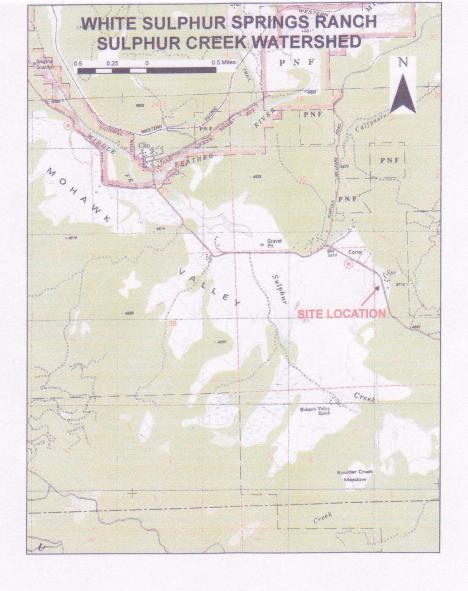
# Sierra Nevada Conservancy – SOG2 Grant Application White Sulphur Springs Ranch – Parcel Map

12. Parcel Map (see Attached)



Sierra Nevada Conservancy – SOG2 Grant Application White Sulphur Springs Ranch – Topographic Map

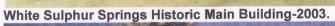
13. Topographic Map (see Attached)



Sierra Nevada Conservancy – SOG2 Grant Application White Sulphur Springs Ranch – Photos of Project Site

14. Photos of Project Site (see Attached)







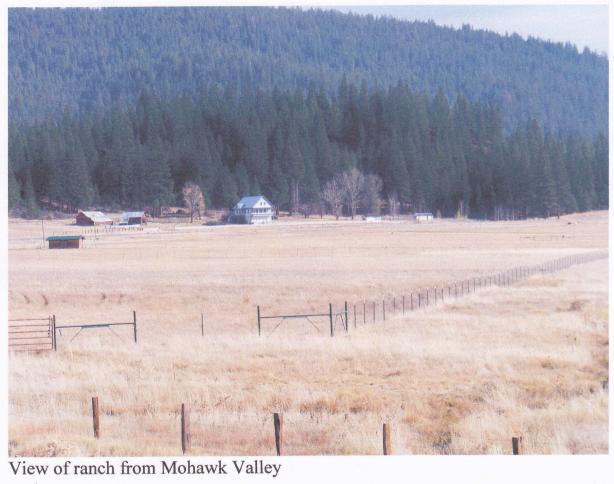
White Sulphur Springs Ranch: learning to swim 1990's.



White Sulphur Springs ranch house – 2009



Spring fed pool





View of Valley from ranch

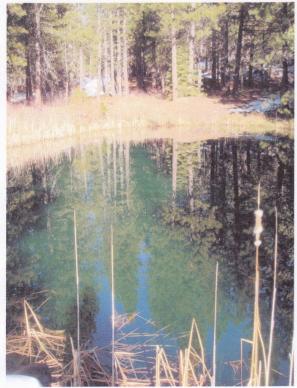




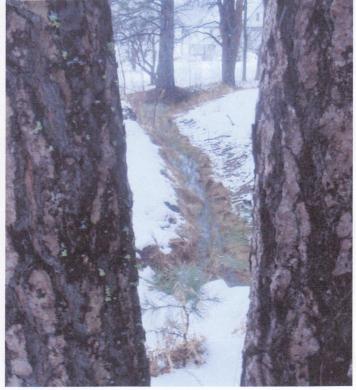
Hot springs



Cold spring pond



Spring pond



Hot spring water course

# Sierra Nevada Conservancy—SOG2 Grant Application White Sulphur Springs Ranch—Land Tenure

#### 15. Land Tenure

The MVSC is in escrow on the WSSR and escrow will close October 20, 2010. The MVSC has a signed purchase agreement with the landowner. The MVSC does not need an easement or fee title to conduct the proposed project.

# Sierra Nevada Conservancy—SOG2 Grant Application White Sulphur Springs Ranch –CEQA Compliance

#### 17. CEQA Compliance

The proposed project does not meet the definition of a "project" according to the provisions of CEQA. Therefore, no CEQA documentation will be submitted at this time. Restoration of WSSR has been scoped with Plumas County and a Notice of Exemption has been obtained because MVSC is planning to work within existing footprints.

Sierra Nevada Conservancy—SOG2 Grant Application White Sulphur Springs Ranch –NEPA Compliance 18. NEPA Compliance No NEPA is required. Sierra Nevada Conservancy—SOG2 Grant Application White Sulphur Springs Ranch –Regulatory Requirements

19. Regulatory Requirements/Permits

There are no permit requirements for the proposed plan.

Sierra Nevada Conservancy—SOG2 Grant Application White Sulphur Springs Ranch –Demonstrations of Support 20. Demonstrations of Support (See Attached)

Mohawk Meadows Owners Association
Valley Ranch Homeowners Association
Rotary Club of Portola
Plumas County Board of Supervisors
Plumas County Museum Association, Inc.
Plumas Corporation
Whitehawk Ranch Homeowners Association

### Mohawk Meadows Owners Association P.O. Box 17, Clio, CA 96106-0017

February 17, 2009

Mohawk Valley Stewardship Council Alice Berg, President P.O. Box 25 Clio, CA 96106

Dear Alice,

Bill, of your Board, recently made a presentation to our home owner's Board of Directors outlining the mission of the Stewardship Council to protect and conserve the cultural, environmental, and historical resources in the Mohawk Valley with specific emphasis on your immediate goal to acquire and restore the White Sulphur Springs Ranch property. Those of us who remember the B&B with its spacious grounds and pool are saddened to witness its decline and certainly would welcome the restoration and protection that you envision.

On behalf of the Board and our membership may I say that we fully support your commitment to rescue the ranch property and bring it back to its rightful place as an educational and recreational hub in the Mohawk Valley.

Respectfully,

Hal Huber, President

Mohawk Meadows Owners Association

# Unlley Ranch Homeowners Association

P.O. Box 121 + Clio. California 96106 + http://www.valley-ranch.org

Mohawk Valley Stewardship Council Alice Berg, President PO Box 25 Clio, CA 96106

Dear Alice,

Bill Tantau of your Board recently made a presentation to our HOA Board of Directors outlining the mission of the Stewardship Council and specifically your immediate goal of acquiring the White Sulphur Springs Ranch. Other than the obvious state of decline that the ranch house suffers, the extent of the historic, environmental, and cultural significance of the property makes it a target ripe for restoration and protection. I'm sure that many of our residents can recall the ranch when it was in its most recent heyday and will welcome its return to life.

On behalf of the Board and our membership may I say that we fully support your efforts and commitment to rescue the ranch and bring it back to its rightful place as a cultural and recreational hub in the Mohawk Valley.

For the Valley Ranch Home Owners Association,

John Lullo



Mohawk Valley Stewardship Council Alice Berg, President PO Box 25 Clio, CA 96106

Dear Alice,

We greatly appreciate you bringing your presentation to our meeting outlining the mission of the Stewardship Council and specifically your immediate goal of acquiring the White Sulphur Springs Ranch. There is no question that the old hotel is suffering a sad decline and well deserves immediate attention. We are especially interested in the potential of the property for educational uses, what with its significant environmental, cultural, and historic features. I'm sure that many of our members can fondly recall visiting the ranch during its active years and would welcome its restoration.

On behalf of the Board and our membership may I say that we fully support your efforts to acquire and restore the ranch to its rightful place as a cultural and recreational hub in the Mohawk Valley.

For the Rotary Club of Portola,

Ralph D. Taylor, President

#### **BOARD OF SUPERVISORS**

TERRY SWOFFORD, DISTRICT 1
ROBERT A. MEACHER, DISTRICT 2
SHARON THRALL, DISTRICT 3
LORI SIMPSON, DISTRICT 4
OLE OLSEN, DISTRICT 5



January 13, 2009

Sierra Nevada Conservancy Jim Branham, Executive Officer 11521 Blocker Dr., Suite 205 Auburn, CA 95603

Dear Mr. Branham:

The Plumas County Board of Supervisors is submitting this letter of support for the grant applications (SOG 1 application submitted in February 27, 2009 and Competitive Grant application to be submitted in September 15, 2009) to the Sierra Nevada Conservancy for the White Sulphur Springs Ranch project by the Mohawk Valley Stewardship Council (MVSC).

The MVSC is a 501(c)(3) non profit corporation committed to protecting, conserving and restoring the physical, cultural, archeological, and historical resources in the Mohawk Valley ecoregion. Restoring and overseeing the long-term operation of the White Sulphur Springs Ranch as a cultural and environmental hub for our region of the Sierra Nevada will provide increased opportunities for tourism, recreation and public education. This endeavor will help protect, conserve and restore the physical, cultural, archeological, and historical resources on White Sulphur Springs Ranch and will assist the regional economy by providing a destination for tourists and local residents. The main structure on the Ranch, the White Sulphur Springs Hotel, is one of the few structures recognized as a protected historic and cultural asset in our County General Plan. While it is specifically protected from unnoticed demolition without a CEQA process, this County currently has no financial means to neither prevent its continued decay nor cause its needed restoration. In addition, the MVSC will enhance public use, enjoyment and awareness of the area's natural and cultural history through acquisition, restoration and operation of the White Sulphur Springs Ranch.

The White Sulphur Springs Ranch is an important asset to our County and has unique natural and cultural resources including warm and cold springs, riparian and wetland habitats, forested watersheds, and Maidu cultural sites. In addition, this property is located in the headwaters of Sulphur Creek, near several stream restoration sites, and within the headwaters of the Middle Fork Feather River. This acquisition will add to past and ongoing restoration actions aimed at improving the functions of headwater source areas, while also restoring access to water and natural resources enjoyed historically by the public. Our community has historically utilized White Sulphur Springs Ranch for a variety of cultural events. Acquisition of the Ranch would allow this important venue to be restored and available for our community to enjoy once again.

Please consider this letter of support along with the grant application submitted by the MVSC to put the White Sulphur Springs Ranch back on the map in permanent recognition of its historic significance to the Mohawk Valley and to Plumas County.

Sincerely,

Sharon Thrall, Chair

**Plumas County Board of Supervisors** 

und Thick

Cc: Mohawk Valley Stewardship Council P.O. Box 25 Clio, CA 96106-0025



500 Jackson Street • Quincy, California 95971 • (530) 283-6320

Mohawk Valley Stewardship Council Alice Berg, President PO Box 25 Clio, CA 96106

February 17, 2009

The Plumas County Museum Association, Inc. is pleased to offer our support in the Mohawk Valley Stewardship Council's (MVSC) mission to "...conserve and restore the region's physical, cultural, archeological, historical and living resources..." especially your current goal of restoring the historic White Sulphur Springs Ranch property.

As you may know, the Plumas County Museum was instrumental in bringing to public awareness the mismanagement and deplorable condition this venerable landmark was being subjected to. We are truly grateful for the MVSC's interest and desire to step in and work toward the acquisition and restoration of this icon of historic properties.

We wish you success in your endeavor and stand ready and willing to offer any support and resources to you that we have available.

Sincerely,

Scott J. Lawson, Secretary

Plumas County Museum Association, Inc.



2/23/09

550 Crescent Street
P.O. Box 3880
Quincy, CA 95971
530,283,3739
530,283,5465
www.plumas.ca.us
plumasco@psin.com
Economic Development,
Tourism, Stream Restoration

Sierra Nevada Conservancy Jim Branham, Executive Officer 11521 Blocker Dr. Suite 205 Auburn, CA 95603

Re: White Sulphur Springs Hotel

Dear Jim Branham:

Plumas Corporation worked to help initiate the Mohawk Valley Stewardship Council and we fully support their current application to you for the White Sulphur Springs Hotel. The project will improve our local economy and help conserve an icon of Plumas County's past for the benefit of future generations...

We are submitting this letter of support for the grant applications (SOG 2 application submitted on February 27, 2009 and Competitive Grant application to be submitted in September 15, 2009) to the Sierra Nevada Conservancy for the White Sulphur Springs Ranch project by the Feather River Land Trust on behalf of the Mohawk Valley Stavardship Council (MVSC).

The MVSC is a 501(c)(3) non profit corporation committed to protecting, conserving and restoring the physical, cultural, archeological, and historical resources in the Mohawk Valley ecoregion. Restoring and overseeing the long-term operation of the White Sulphur Springs Ranch as a cultural and environmental hub for our region of the Sierra Nevida will provide increased opportunities for tourism, recreation and public education. This endeavor will help protect, conserve and restore the physical, cultural, archeological, and historical resources on White Sulphur Springs Ranch and will assist the regional economy by providing a destination for tourists and local residents. The main structure on the Ranca, the White Sulphur Springs Hotel, is one of the few structures recognized as a protected historic and cultural asset in our County General Plan. While it is specifically protected from unnoticed demolition without a CEQA process, this County currently has no financial means to prevent its continued decay nor cause its needed restoration. In addition, the MVSC will enhance public use, enjoyment and awareness of the area's natural and cultural history through acquisition, restoration and operation of the White Sulphur Springs Ranch.

The White Sulphur Springs Ranch is an important asset to our County and ass unique natural and cultural resources including warm and cold springs, riparian and wetland habitats, forested watersheds, and Maidu cultural sites. In addition, this property is located

in the headwaters of Sulphur Creek, near several stream restoration sites, and within the headwaters of the Middle Fork Feather River. This acquisition will add to past and ongoing restoration actions aimed at improving the functions of headwater source areas, while also restoring access to water and natural resources enjoyed historically by the public. Our community has historically utilized White Sulphur Springs Ranch for a variety of cultural events. Acquisition of the Ranch would allow this important venue to be restored and available for our community to enjoy once again.

Please consider this letter of support along with the grant application submitted by the MVSC to put the White Sulphur Springs Ranch back on the map in permanent recognition of its historic significance to the Mohawk Valley and to Plumas County.

180

Sincerely,

John Sheehan

**Fixecutive Director** 

CC:

Mohawk Valley Stewardship Council

P.O. Box 25

Clio, CA 96106-0025

mysch9@vshoo.com

## WHITEHAWK RANCH HOMEOWNERS ASSOCIATION P.O. BOX 176 ◆ CLIO, CA 96106

**Board Members:** 

Steve Ursenbach, President
Mike Burke, Co-Vice President
Tom Hayes CFO
Mo Tarantino, Co-Vice President
Earl Zeigler, Secretary

February 9, 2009

Mohawk Valley Stewardship Council Alice Berg, President PO Box 25 Clio, CA 96106

The Whitehawk Ranch Home Owners Association is pleased to offer our support in the MVSC's mission to "...conserve and restore the region's physical, cultural, archeological, historical and living resources..." especially your current goal of restoring the old White Sulphur Springs Ranch property. Your presentation outlining the historic significance of the ranch house as well as the extent of the cultural and environmental assets was an eye opener and we applaud your attempt to acquire the property to allow this important venue to be restored and available for our community to enjoy once again.

Many of our 270 members can fondly recall the facility when it was still in operation and so we are pleased to support your quest to put the White Sulphur Springs Ranch back on the map in permanent recognition of its historic significance to the Mohawk Valley and to Plumas County.

For Whitehawk Ranch Homeowners Association,

Unerbal

Steve Ursenbach, President

Sierra Nevada Conservancy – SOG2 Grant Application White Sulphur Springs Ranch – Purchase Agreement

16. Purchase Agreement (see Attached)

# REAL PROPERTY PURCHASE AND SALE AGREEMENT White Sulphur Springs Ranch Mohawk Valley, California

"Agreement") is dated for reference purposes as of August 23, 2010, by and between Stephen J. Luczo, as trustee of the Stephen J. Luczo Revocable Trust Dated January 26, 2001 ("Seller"), and Mohawk Valley Stewardship Council, a California IRS Code \$501(c)(3) corporation ("Buyer"), with reference to the following facts:

#### RECITALS

- A. Seller owns that certain improved real property located in the County of Plumas, State of California, commonly known as the White Sulphur Springs Ranch, bearing Assessor's Parcel Nos. 133-110-040 and 133-110-006, containing approximately 39.72 acres of land, and more particularly described in **Exhibit A** attached hereto and made a part hereof (the "**Property**").
- B. Buyer has obtained a grant commitment from the California Department of Transportation in the amount of Five Hundred Thousand Dollars (\$500,000) to assist Buyer in the acquisition of the Property, which has an appraised value of One Million Two Hundred Thousand Dollars (\$1,200,000). A copy of the CalTrans grant agreement is attached hereto as **Exhibit B**.
- C. Seller is willing to accept the sum of Five Hundred Thousand Dollars (\$500,000) from Buyer in partial payment of the Purchase Price and then to convey the Property to Buyer thus making a charitable donation to Buyer equal to the difference between the Purchase Price and the payment received from Buyer, or Seven Hundred Thousand Dollars (\$700,000).
- D. On the terms and conditions set forth in this Agreement, Buyer desires to purchase the Property from Seller and Seller desires to sell the Property to Buyer.

#### AGREEMENT

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Seller and Buyer agree as follows:

## ARTICLE 1 PURCHASE AND SALE

- The Property. Seller agrees to sell and convey to Buyer (i) the Property, (ii) all improvements located thereon ("Improvements"), and (iii) "Intangible Personal Property," being all intangible personal property related to the Property and the Improvements, including, without limitation: all trade names and trade marks associated with the Property and the Improvements, including Seller's rights and interests in the name of the Property; the plans and specifications and other architectural and engineering drawings for the Improvements; warranties; contract rights related to the construction, operation, ownership or management of the Property (but only to the extent Seller's obligations thereunder are expressly assumed by Buyer pursuant to this Agreement); governmental permits, approvals and licenses (to the extent assignable) ((i), (ii), and (iii) collectively, hereinafter the "Property"); and copies of all records relating to the Property and Buyer agrees to acquire and purchase the Property from Seller on the terms and subject to the conditions set forth in this Agreement. Such purchase and sale of the Property shall include all building improvements located on the Property, any mineral rights and water rights owned by Seller in connection with the Property, and all rights-of-way, easements and other rights appurtenant to the Property.
- 1.2 Effective Date. For purposes of this Agreement, the "Effective Date" shall be the date on which this Agreement is fully executed by both Buyer and Seller and a copy of this fully executed Agreement is delivered to the Title Company. Title Company shall notify both Buyer and Seller, in writing, of the Effective Date.

#### ARTICLE 2 PURCHASE PRICE

2.1 Amount. The total purchase price for the Property shall be One Million Two Hundred Thousand Dollars (\$1,200,000.00) (the "Purchase Price").

#### 2.2 Deposit.

2.2.1 <u>Initial Deposit</u>. Within five (5) banking days after the Effective Date, Buyer shall deposit into Escrow with the Title Company on account of the Purchase Price the sum of Five Thousand Dollars (\$5,000.00) in immediately available funds (the "Initial Deposit"). Title Company shall hold the Initial Deposit in an interest-bearing account, with interest accruing for the benefit of Buyer until the Deposit is released to Seller pursuant to Section 2.2.3 hereof or the earlier

termination of this Agreement, as applicable. The Initial Deposit, and all interest earned thereon shall be credited against the Purchase Price at the Closing.

- Diligence Review Period specified in Section 8.2.1 below, Buyer shall, if Buyer has not elected to terminate this Agreement as provided in section 8.2.1, deposit into Escrow with the Title Company on account of the Purchase Price the additional sum of Five Thousand Dollars (\$5,000.00), (the "Further Deposit"). Title Company shall hold the Further Deposit in an interest-bearing account, with interest accruing for the benefit of Buyer. The Further Deposit, and all interest earned thereon shall be credited against the Purchase Price at the Closing. The Initial Deposit and Further Deposit are referred to herein collectively as the "Deposit."
- Application and Release of Deposit. Unless 2.2.3 Buyer shall terminate this Agreement in writing at or prior to the end of the Due Diligence Review Period specified in Section 8.2.1 below, the entire Initial Deposit and all interest thereon shall be released and paid to Seller, and this Agreement shall constitute irrevocable escrow instructions to the Title Company to so release the entire Initial Deposit and all interest thereon to Seller. The Initial Deposit and the Further Deposit and all interest thereon shall be nonrefundable to Buyer unless one of the following shall occur, in which case the Initial Deposit and the Further Deposit and all interest thereon shall be promptly returned to Buyer: (a) if Buyer elects to terminate this Agreement in writing prior to the end of the Due Diligence Review Period specified in Section 8.2.1 below, or (b) if the Closing fails to occur and this Agreement is terminated solely due to a default of Seller. Unless returned to Buyer as set forth in this Section, the Initial Deposit, the Further Deposit and all interest thereon shall be (i) applied against the Purchase Price at the Closing and paid and released to Seller on the Closing Date to the extent not theretofore released, or (ii) deemed paid to Seller upon default by Buyer in accordance with the provisions set forth in Section 10.1 hereof.
- 2.3 <a href="Payment">2.3 <a href="Payment">Payment</a>. The Purchase Price shall be payable as follows:
- 2.3.1 <u>Delivery of Deposits</u>. At the Closing, on the Closing Date, the Title Company shall deliver to Seller any portion of the Deposits not theretofore released to Seller pursuant to this Agreement and all interest earned thereon prior to the Closing Date.
  - 2.3.2 Delivery of the CalTrans Grant. One day

## REVIEW OF THE PROPERTY

- 4.1 <u>Delivery of Documents</u>. Within five (5) business days after the Effective Date, Seller shall, at the expense of Seller, deliver to Buyer the following documents, each only to the extent in Seller's actual possession (without any obligation or duty to create the same or obtain the same from third parties):
- 4.1.1 <u>Tax Statements</u>. Copies or a summary of ad valorem tax statements relating to the Property for the current year or other current tax period (if available) and for the 24 months preceding this Agreement;
- 4.1.2 Reports. Any environmental, engineering and soils reports in Seller's possession related to the Property;
- Natural Hazards. A report with respect to the real Property prepared by a third-party consultant which provides the results of such consultant's examination of the maps and other information specifically made available to the public by government agencies with respect to natural hazards (the "NHD Statement"). Buyer acknowledges and agrees that the NHD Statement fully discharges Seller's disclosure obligations with respect to natural hazards which may affect the real Property. Buyer acknowledges and agrees that nothing contained in the NHD Statement shall release Buyer from its obligation to fully investigate the condition of the Property, including, without limitation, whether the real Property is located in any Natural Hazard Areas, and that Buyer has agreed to do so under the terms of this Agreement. Buyer further acknowledges and agrees that the matters set forth in the NHD Statement may change on or prior to the Closing and that Seller has no obligation to update, modify, or supplement the NHD Statement.
- 4.1.4 <u>Surveys and Assessments</u>. One copy of any existing ALTA surveys or other survey of the Property; and one copy of any engineering, assessments, and/or reports regarding the Property.

Buyer acknowledges and agrees that any documents delivered to Buyer pursuant to this Agreement or otherwise to facilitate Buyer's Studies shall be delivered to Buyer without any representations or warranties by Seller with the exception of the representation set forth in Section 6.1.2 hereof. Buyer expressly agrees that (a) any documents and information furnished by Seller to Buyer are for informational purposes only and without representation or warranty as to their accuracy or the completeness of their contents; and (b) Buyer will not rely on such documents and information and will conduct its own due

diligence and Studies relating to the Property and to all matters referred to in such documents and information.

Upon delivery of the last item of Property Information, Seller shall deliver to Purchaser a written notice (the "Property Information Notice") certifying that all such deliveries have been completed together with an itemization of the matters delivered or made available to Purchaser. The term "Commencement Date" shall mean the date upon which the Property Information Notice is received by Purchaser or, if the Seller does not send a Property Information Notice, then the date the Purchaser reasonably determines that it has received all of the Property Information. Notwithstanding the foregoing, under no circumstances shall the Commencement Date be earlier than the date of this Agreement. Seller shall have an ongoing obligation during the pendency of this Agreement to provide Purchaser with any document described above and coming into Seller's possession or produced by Seller after the initial delivery of the Property Information.

#### 4.2 Access for Review.

Studies Generally. From the date of this Agreement to the Closing Date, and subject to the reasonable rights of any tenants or occupants of the Property, if any, Seller shall provide Buyer and Buyer's agents and representatives with access to the Property at all reasonable times to make such reasonable inspections, tests, studies, copies and verifications ("Studies") as Buyer considers reasonably necessary or desirable under the circumstances. Said Studies may include, without limitation, (1) review of all documents to be delivered by Seller to Buyer pursuant to the terms of this Agreement; and (2) studies regarding zoning, building codes and other governmental regulations; imposition of governmental obligations and assessments; engineering tests; economic feasibility and marketing studies; availability of utilities; availability of roads, access, parking, and services; soils, seismic, engineering and geologic reports; environmental assessments, studies, tests and reports; availability of permits, land use entitlements, development rights and other governmental approvals; and other matters reasonably deemed necessary by Buyer. Buyer shall not damage or alter the Property in any material respect as a result of such Studies and shall otherwise conduct the same so as not to unreasonably interfere with present operations, if any, on the Property. Any such Studies shall be made at Buyer's sole cost and expense. Buyer shall not suffer or permit any liens to be enforced against the Property by reason of work, labor, services or materials supplied or claimed to have been supplied at the request of Buyer or anyone claiming through or under Buyer as a result of any work of Studies performed at the Property pursuant

to this Agreement. In the course of its investigations, Buyer may make inquiries to third parties, including, without limitation, municipal, local and other government officials and representatives, and Seller consents to such inquiries.

- Intrusive Studies. If Buyer plans to undertake any Studies on or about the Property which involve intrusion to the surface of the Property or the use of any testing, monitoring or other equipment, then Buyer must (a) give Seller advance written notice describing the scope and schedule of the work or activities involved in the Studies and the identity of the contractor, (b) prior to any entry on to the Property, deliver to Seller proof of commercial general liability insurance of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, covering the acts and omissions of any and all parties entering the Property to perform such intrusive studies and listing Seller as additional insured, and providing coverage that is primary and non-contributing with any other insurance available to Seller, and (c) after the completion of the work or Studies, restore the Property to a condition substantially similar to that existing at the time immediately prior to the work or Studies.
- Delivery To Seller. In the event Buyer shall 4.2.3 terminate this Agreement based upon the results of its Studies or for any reason fails to purchase the Property, then upon said termination or upon said failure to purchase, and as a condition to the return of any Deposit (or portion thereof) to Buyer under this Agreement, if applicable, Buyer shall immediately deliver to Seller copies of all documents, reports, written materials and Studies which are in the possession of Buyer (or any agents or other parties which Buyer controls) and which relate in any way to the Property or to its quality, condition, use, development or potential for development (collectively, the "Returned Said Returned Materials shall be delivered to Materials"). Seller without cost and expense to Seller and as additional consideration to Seller for entering into this Agreement. The provisions of this Section 4.2.3 shall survive the termination of this Agreement.

## TITLE TO THE PROPERTY

#### 5.1 Fee Title.

- 5.1.1 Trustee's Grant Deed. On the Closing Date, Seller shall convey title to the Property to Buyer by means of a duly executed and acknowledged Trustee's Grant Deed (the "Deed") reciting that title is subject to real property taxes and assessments not yet due and payable, matters ascertainable by a reasonable inspection and survey of the Property, matters of public record, and any additional of record matters approved by Buyer.
- Seller shall Title; Permitted Exceptions. use good faith, due diligence and reasonable efforts to cause the Title Company to deliver to Buyer within ten (10) calendar days after the Effective Date, one legible copy of a current preliminary title report (the "Title Report") issued by the Title Company covering the Property and one copy of each underlying recorded document shown as an exception in such Title Report (the Title Report and said underlying documents being referred to herein as the "Title Documents"). Buyer's title to the Property shall be insured by the Title Company by means of the Title Policy. Within ten (10) calendar days after Buyer's receipt of the Title Documents, Buyer shall notify Seller in writing of those exceptions indicated on the Title Report that Buyer approves and those exceptions that Buyer disapproves. If Buyer fails to deliver written notice to Seller of any exceptions indicated on the Title Report disapproved by Buyer within said ten (10) day period, then all such items shall be deemed approved by Buyer. Any exceptions indicated on the Title Report and approved (or deemed approved) by Buyer shall constitute permitted exceptions ("Permitted Exceptions") in connection with the issuance of the Title Policy. If Buyer notifies Seller of its disapproval of any exceptions indicated on the Title Report, then Seller shall have ten (10) calendar days after such notice to advise Buyer in writing of any such exceptions which Seller is unable or unwilling to remove at the close of Escrow. If Buyer fails to approve in writing, within five (5) calendar days of receiving such notice from Seller, those exceptions which Seller is unable or unwilling to remove at the close of Escrow, then either party may, by written notice to the other and the Title Company, terminate this Agreement and, unless otherwise provided herein, the rights and obligations of the parties hereunder, in which case the Deposits will be promptly refunded to Buyer in accordance with the provisions of Section 2.2.3. Failure of Buyer to so terminate this Agreement shall be deemed Buyer's waiver of its previous title objections.

Conditions of Title; Title Policy. At the Closing, Seller shall deliver to Buyer fee title to the Property free and clear of all monetary liens and encumbrances (except for any statutory liens for non-delinquent real property taxes and assessments), subject only to the title exceptions set forth in the Preliminary Report approved by Buyer in accordance with Section 5.1.2 above, and the Permitted Exceptions any other matters approved in writing by Buyer (collectively, the "Approved Conditions of Title"), and Title Company shall issue to Buyer a CLTA standard coverage owner's policy of title insurance (which form may be revised as provided herein), dated the date and time of recording the Deed in the full amount of the Purchase Price insuring Buyer, subject only to the Approved Conditions of Title (the "Title Policy"). Notwithstanding the foregoing, if Buyer requests the Title Company, and the Title Company confirms in writing, prior to the expiration of the Due Diligence Review Period, that the Title Company will issue a different form of title policy, or extended coverage under such policy, and/or specific endorsements, then for purposes of this Agreement, the "Title Policy" shall be defined as described in such written confirmation from the Title Company.

## ARTICLE 6 REPRESENTATIONS AND WARRANTIES

Buyer acknowledges that Buyer is acquiring the Property "AS-IS, WHERE-IS, IN ITS CURRENT CONDITION, WITH ALL FAULTS" and in reliance upon its own Studies, investigations and due diligence. No person acting on behalf of Seller is authorized to make (and by execution hereof, Buyer acknowledges and agrees that, with the exception of those representations and warranties contained in this Section 6.1, Seller has not made, does not make and specifically negates and disclaims) any representations or warranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, with regard to the Property, including without limitation (1) its value; (2) its nature, condition or quality (including without limitation, its water, soil and geology); (3) its compliance with any laws, rules, ordinances or regulations of any applicable governmental authority or body; (4) its suitability for activities which Buyer may desire to conduct thereon; (5) its suitability for the development, remodeling, or improvements desired by Buyer or the ability of Buyer to develop, remodel or improve the Property; (6) the income to be derived from the Property; (7) the habitability, merchantability, profitability or fitness for a particular purpose of the Property; (8) the environmental condition of the Real Property; and (9) the manner, quality, state of repair or lack of repair of

- Seller, (a) there are no actions, proceedings or investigations of any kind pending or threatened against or involving the Property; (b) there is no special assessment or condemnation or eminent domain action pending or threatened with respect to the Property or any part thereof; and (c) there is no legal or administrative action or proceeding pending to contest or appeal the amount of real property taxes or assessments levied against the Property or any part thereof or the assessed value of the Property or any part thereof for any real property tax purposes.
- defined in the Internal Revenue Code of 1986, as amended, and the Income Tax Regulations there under (the "Code"). No real estate withholding is required with regard to Seller under California Revenue and Taxation Code section 18662 and Seller shall provide Buyer with an appropriate Form 593-C exemption certificate at Closing.
- or performance by Seller of this Agreement, nor compliance with the terms and provisions hereof, conflicts or will conflict with or will result in a breach or violation of any order, writ, injunction or decree of any court or governmental authority against Seller, or any indenture, mortgage or contract or other agreement or instrument to which Seller is a party or by which it or any of its properties is bound, or constitutes or will constitute a default there under.
- 6.1.7 Contractors and Suppliers. All contractors, subcontractors, suppliers, architects, engineers, and others who have performed services or labor or have supplied materials in connection with Seller's acquisition, development, ownership, or management of the Property have been paid in full and all liens arising therefrom (or claims which with the passage of time or the giving of notice, or both, could mature into liens) have been satisfied and released.
- 6.1.8 No Leases. The Property is not the subject of any leases or leaseholds whether oral or written.
- 6.2 <u>Buyer</u>. The representations and warranties of Buyer in this Section 6.2 are a material inducement for Seller to enter into this Agreement. Seller would not sell the Property to Buyer without such representations and warranties of Buyer. Buyer represents and warrants to Seller as of the date of this Agreement and as of the Closing Date as follows:
- 6.2.1 <u>Power and Authority</u>. Buyer is a not-for-profit IRS Code §501(c)(3) corporation duly formed and organized,

shall not enter into any new Leases with regard to the Property and (c) Seller will perform its material obligations under any agreements that may affect the Property.

- Indemnity. Seller shall indemnify and defend Buyer against and hold Buyer harmless from all claims, demands, liabilities, judgments, awards, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees, costs of expert witnesses, court costs, and other expenses of litigation) that may be suffered or incurred by Buyer (a) if any representation, warranty or covenant made by Seller in this Agreement is untrue or incorrect in any material respect when made or that may be caused by any material breach by Seller of any such representation, warranty or covenant, or (b) arising from or based on any breach, default or failure the landlord under any Lease or Service Contract of the Property, if any, occurring before the Closing Date or any personal injury or property damage caused by Seller occurring in, on or about the Property before the Closing Date. The foregoing indemnity of Seller shall survive the Closing and any earlier termination of this Agreement.
- 7.2 <u>Buyer</u>. Buyer covenants and agrees with Seller as follows:
- 7.2.1 Existing Encumbrances. From and after the Closing Date, Buyer shall timely and fully comply with all terms, covenants, conditions, restrictions and obligations under any Permitted Exceptions subject to which Buyer takes title to the Property.
- Indemnity. Buyer shall indemnify and defend 7.2.2 Seller against and hold Seller harmless from all claims, demands, liabilities, judgments, awards, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees, costs of expert witnesses, court costs, and other expenses of litigation) that may be suffered or incurred by Seller (a) arising from any material breach by Buyer of any representation, warranty or covenant made by Buyer in this Agreement, or (b) arising from any breach, default or failure under any Permitted Exceptions subject to which Buyer takes title to the Property, and/or any leases or contracts assumed from Seller in connection with acquisition of the Property, or (c) arising from or related to any bodily injury, property damage or mechanic's lien claim caused by Buyer or its representatives in connection with the access provided or the Studies made pursuant to Section 4.2 hereof, or (d) arising from or related to condition of the Property, including without limitation any construction defects, errors, omissions or other conditions, latent or otherwise, geotechnical, seismic or environmental

matters affecting the Property or any portion thereof. The foregoing indemnity of Buyer shall survive the Closing and any earlier termination of this Agreement.

Agreement, Buyer and anyone claiming by, through or under Buyer hereby fully and irrevocably releases Seller and each of Seller's representatives, agents, trustees, servants, attorneys, affiliates, successors and assigns, and all persons, firms, corporations and organizations acting on their behalf ("Seller Parties"), from any and all claims that it may now have or hereafter acquire against Seller or any of the Seller Parties, for any costs, losses, liabilities, damages, expenses, demands, actions or causes of action arising from or related to the condition of the Property, including without limitation any construction defects, errors, omissions or other conditions, latent or otherwise, geotechnical, seismic or environmental matters affecting the Property or any portion thereof.

THIS RELEASE INCLUDES CLAIMS OF WHICH BUYER IS PRESENTLY UNAWARE OR WHICH BUYER DOES NOT PRESENTLY SUSPECT TO EXIST WHICH, IF KNOWN BY BUYER, WOULD MATERIALLY AFFECT BUYER'S RELEASE TO SELLER. BUYER SPECIFICALLY WAIVES THE PROVISION OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR EXPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM OR HER MUST HAVE MATERIALLY AFFECTED THE SETTLEMENT WITH THE DEBTOR.

BUYER'S INITIALS

## ARTICLE 8 CONDITIONS PRECEDENT

8.1 <u>Seller</u>. The obligations of Seller under this Agreement to close the sale and convey the Property to Buyer are subject to satisfaction of all of the conditions set forth in this Section 8.1. Seller may waive any or all of such conditions in whole or in part but any such waiver shall be effective only if made in writing. No such waiver shall constitute a waiver by Seller of any of its rights or remedies if Buyer defaults in the performance of any covenant or agreement to be performed by Buyer under this Agreement or if Buyer breaches any representation or warranty made by Buyer in this Agreement. If any condition set forth in this Section 8.1 is not fully satisfied or waived in writing by Seller within the time indicated, then Seller shall be

released from all obligations to Buyer under this Agreement. If Seller fails to notify Buyer of Seller's disapproval of any items requiring Seller's approval within the time period specified below, then Seller shall be deemed to have approved such items.

- 8.1.1 No Default. On the Closing Date, Buyer shall not be in default in the performance of any covenant or agreement to be performed by Buyer under this Agreement.
- 8.1.2 Representations and Warranties True and Correct. On the Closing Date, all representations and warranties made by Buyer in this Agreement shall be true and correct as if made on and as of the Closing Date without exceptions.
- 8.1.3 No Contest. On the Closing Date, no suit, action, investigation, inquiry or other proceeding by any governmental body or other person or any legal or administrative proceeding shall have been instituted against Buyer or Seller which challenges the validity or legality of the transactions contemplated by this Agreement.
- 8.1.4 <u>Delivery of Documents</u>. On the Closing Date, Buyer shall have delivered into the Escrow each of the items to be delivered by Buyer pursuant to Section 9.1.2.
- 8.2 Buyer. The obligations of Buyer under this Agreement to purchase the Property and accept title from Seller are subject to satisfaction of all of the conditions set forth in this Section 8.2. Buyer may waive any or all of such conditions in whole or in part but any such waiver shall be effective only if made in writing. No such waiver shall constitute a waiver by Buyer of any of its rights or remedies if Seller defaults in the performance of any covenant or agreement to be performed by Seller under this Agreement or if Seller breaches any representation or warranty made by Seller in this Agreement. any condition set forth in this Section 8.2 is not fully satisfied or waived in writing by Buyer, then Buyer shall be released from all obligations to Seller under this Agreement. Buyer fails to notify Seller of Buyer's disapproval of any items requiring Buyer's approval within the time period specified below, then Buyer shall be deemed to have approved such items with the exception of Section 8.2.1.
- 8.2.1 <u>Due Diligence Review Period</u>. Buyer shall have a period of thirty (30) calendar days after Buyer has received the Documents specified in section 4.1 above, to review the results of any and all Studies with respect to the Property as Buyer may elect to make or obtain, including without limitation Studies regarding or concerning zoning, building codes, design review standards, and other governmental regulations;

architectural and structural inspections; engineering tests; availability of utilities; soils, seismic and geologic condition; physical and environmental condition; entitlements; ability to improve or remodel the Property; marketing and economic studies; and review of contracts and documents concerning the Property, and to elect in writing to terminate this Agreement. failure of Buyer to elect to terminate this Agreement in writing prior the expiration of the Due Diligence Review Period shall irrevocably be deemed to constitute Buyer's (a) unconditional approval of its Studies and the condition of the Property, and (b) election to close its acquisition of the Property subject to satisfaction of the other conditions set forth in this Section 8.2, and (c) agreement that the Initial Deposit is nonrefundable to Buyer except as otherwise noted in Section 2.2.3 hereof. cost of any such inspections, tests and Studies shall be borne exclusively by Buyer.

- 8.2.2 No Contest. On the Closing Date, no suit, action, investigation, inquiry or other proceeding by any governmental body or other person or any legal or administrative proceeding shall have been instituted or threatened against Buyer, Seller or the Property or any part thereof which challenges the validity or legality of the transactions contemplated by this Agreement.
- 8.2.3 <u>Condemnation</u>. On the Closing Date, the Property shall not have been damaged or destroyed in any material respect and no condemnation or eminent domain action or proceeding shall be pending or threatened against the Property.
- 8.2.4 <u>No Default</u>. On the Closing date, Seller shall not be in material default in the performance of any covenant or agreement to be performed by Seller under this Agreement.
- 8.2.5 Representations and Warranties True and Correct. As of the Effective Date and the Closing Date, all representations and warranties made by Seller in this Agreement shall be true and correct as if made on and as of the Closing Date, without exceptions.
- 8.2.6 CalTrans Grant. As of the Closing Date, the Title Company shall have received the California Department of Transportation grant funds in the amount of Five Hundred Thousand Dollars (\$500,000.00).
- 8.2.7 <u>Title Policy</u>. On the Closing Date, the Title Company shall be prepared to issue to Buyer a standard California Land Title Association (CLTA) Owner's Policy of title insurance (the "Title Policy"), with liability equal to the Purchase Price,

- (b) The original of Seller's certificate of non-foreign status and Form 593-C shall be delivered to Buyer.
- (c) The full Purchase Price (less the amount of Seller's charitable contribution and Seller's charges allocated to Seller pursuant to this Agreement) shall be delivered to Seller.
- (d) The Title Company shall issue to Buyer the Title Policy.
- (e) The sum of Ten Thousand Dollars (\$10,000) (less Buyer's share of the closing costs and charges allocated to Buyer pursuant to this Agreement) shall be delivered to Buyer out of the proceeds of the CalTrans Grant in order to reimburse Buyer for the Deposit it made pursuant to Section 2.2 above.
- 9.2 <u>Possession</u>. Seller shall transfer possession of the Property to Buyer on the Closing Date.

### 9.3 Closing Costs and Prorations.

- 9.3.1 Buyer shall pay (a) 100 percent (100%) of all city, county and other documentary transfer taxes and conveyance taxes in respect of the conveyance of the Property, (b) any fees for extended coverage under or endorsements to the Title Policy, (c) 100 percent (100%) of the escrow fee charged by the Title Company, (d) the recording fees for the Deed, and (e) one hundred percent (100%) of any document prep, notary and delivery fees.
- 9.3.2 The costs of any escrow cancellation shall be shared equally by Buyer and Seller unless such cancellation results from a default by Buyer or Seller hereunder, in which event the defaulting party shall pay all escrow fees.
- 9.3.3 All rent and other income and all current taxes, assessments, utilities, and maintenance charges of the Property shall be prorated between Seller and Buyer as of the Closing Date and, to the extent of information then available, such prorations shall be made at the Closing. Rent shall be prorated on the basis of a thirty-day month. Such prorations shall be adjusted, if necessary, and completed after the Closing as soon as final information becomes available.
- 9.4 Broker's Commission. Buyer and Seller each warrant and represent to the other that it has not retained, nor is it obligated to, any person for brokerage, finder's or similar services in connection with the transactions contemplated by this Agreement, and that no commission, finder's fee or other brokerage or agent's compensation can be properly claimed by any person or entity based upon the acts of such party with regard to

the transactions which are the subject matter of this Agreement, with the exception of John Patrick May ( "Broker"). shall be responsible for all brokerage fees payable to Broker pursuant to a separate written agreement with Broker. Seller shall indemnify and defend Buyer against and hold Buyer harmless from all claims demands, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees, costs of expert witnesses, court costs and other litigation expenses) arising from or relating to any claim for a commission, fee or other compensation made by any brokers or parties with which Seller has dealt in connection with this Agreement or the transactions contemplated hereby, including Broker. Buyer shall indemnify and defend Seller against and hold Seller harmless from all claims, demands, liabilities, losses, damages, costs and expense (including, without limitation, reasonable attorneys' fees, costs of expert witnesses, court costs and other litigation expenses) arising from or related to any claim for a commission, fee or other compensation made by any brokers or parties with which Buyer has dealt in connection with this Agreement or the transactions contemplated hereby, with the exception of Broker.

9.5 Exchange. If requested by either party hereto, the other party shall cooperate with the requesting party in reasonable ways to effect an exchange of the Property that qualifies for non-recognition treatment pursuant to Section 1031 of the Code, and corresponding provisions of California law. such exchange shall not delay or postpone the Closing Date; the cooperating party shall have no liability to the requesting party if the exchange fails to qualify for such non-recognition treatment; the requesting party shall not be released from its obligations under this Agreement if the exchange fails for any reason; the exchange shall be at no expense to the cooperating party; the cooperating party shall not be required to acquire title to any proposed exchange properties to accommodate the requesting party's exchange; and the cooperating party shall not be required to assume any additional obligations or liabilities in connection with the exchange or attempted exchange. The requesting party shall indemnify and defend the cooperating party against and hold the cooperating party harmless from all claims, demands, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees, costs of expert witnesses, court costs and other litigation expenses) arising from or related to any participation in the exchange or attempted exchange.

## DEFAULT; LIQUIDATED DAMAGES

10.1 Effect of Default.

10.1.1 If, after satisfaction of all conditions precedent to Buyer's obligations under this Agreement, Buyer shall fail or refuse to consummate the transactions which are the subject of this Agreement within the time and in the manner specified in this Agreement, then Seller may terminate Buyer's rights by giving prior written notice thereof to Buyer and to the Title Company, and upon receipt by Buyer of such notice, Seller shall be released from all obligations in law or in equity to convey the Property to Buyer.

BUYER AND SELLER HEREBY AGREE THAT IT WOULD BE PROSPECTIVELY IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES SUFFERED BY SELLER BECAUSE OF SUCH DEFAULT; THAT THE PROSPECTIVE IMPRACTICABILITY OR EXTREME DIFFICULTY OF FIXING SELLER'S ACTUAL DAMAGES IS A RESULT OF, AMONG OTHER THINGS, MARKET FLUCTUATIONS AND THE LOSSES WHICH WOULD RESULT FROM REMOVING THE PROPERTY FROM THE MARKET FOR ANY LENGTH OF TIME; THAT THE SUM OF FIVE THOUSAND DOLLARS (\$5,000.00) (REFERRED TO HEREIN AS "THE LIQUIDATED AMOUNT") CONSTITUTES A REASONABLE ESTIMATE AND AGREED STIPULATION OF SUCH DAMAGES WHICH HAVE BEEN NEGOTIATED BY BUYER AND SELLER; THAT SELLER MAY RETAIN THE DEPOSIT IN PARTIAL PAYMENT OF SAID LIQUIDATED AMOUNT IN THE EVENT OF A DEFAULT BY BUYER; THAT THE RETENTION OF SAID DEPOSIT AND PAYMENT OF SAID LIQUIDATED AMOUNT BY SELLER IS NOT INTENDED TO BE A FORFEITURE WITH THE MEANING OF CALIFORNIA CIVIL CODE Section 3275 OR 3369, BUT INSTEAD IS INTENDED TO CONSTITUTE PAYMENT FOR LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677; THAT SELLER IN RELIANCE THEREON HAS AGREED TO WAIVE ALL OTHER RIGHTS AND REMEDIES SELLER MAY HAVE AGAINST BUYER IN THE EVENT OF NOTHING CONTAINED IN THIS SECTION 10.1.1 SUCH DEFAULT BY BUYER. SHALL IN ANY MANNER LIMIT THE AMOUNT OF DAMAGES OBTAINABLE BY SELLER PURSUANT TO AN ACTION UNDER ANY HOLD HARMLESS, DEFENSE OR INDEMNIFICATION PROVISION SET FORTH IN THIS AGREEMENT OR REASONABLE ATTORNEYS' FEES RECOVERABLE PURSUANT TO ANY ACTION UNDER A HOLD HARMLESS, DEFENSE OR INDEMNIFICATION SET FORTH IN THIS AGREEMENT.

BY INITIALING BELOW, THE PARTIES HEREBY ACCEPT AND APPROVE THE FOREGOING LIQUIDATED DAMAGES PROVISION.

TNITTALS OF SELLER

INITIALS OF BUYER

10.1.2 In the event that Seller shall default in his obligation to convey the Property to Buyer in accordance with the terms hereof, then Buyer's sole and exclusive remedies, and in substitution for any other remedies that may exist at law or in equity (including, without limitation, an action for damages), Buyer shall have the right to either: (a) terminate this

Agreement, in which event the Deposits shall be returned to Buyer and the parties shall thereafter have no obligations under this Agreement or additional liability to one another, or (b) seek specific performance to compel Seller to convey the Property to Buyer.

- relieve either party of its obligation to the Title Company for payment of its fees and costs in accordance with this Agreement, or relieve Buyer for any liability it may have for its prior default under this Agreement. Upon termination of this Agreement, Buyer shall quit claim to Seller any interest Buyer may have in the Property as a result of this Agreement. If the Title Company defaults on an obligation to pay Seller any sum due it under this Article 10, then Buyer shall pay the same to Seller, whereupon Seller shall assign to Buyer such rights as Seller may have to recover said sum from the Title Company.
- SPECIFICALLY SET FORTH IN THIS AGREEMENT, IN THE EVENT THAT ANY CLAIM OR CONTROVERSY ARISES FROM THIS AGREEMENT OR ITS BREACH, THEN THE PARTIES SHALL ATTEMPT TO MEDIATE SUCH CONTROVERSY FOR A PERIOD OF THIRTY (30) DAYS AFTER THE CONTROVERSY ARISES. THE PARTIES SHALL USE ONE OR MORE EXPERIENCED MEDIATORS IN CONNECTION WITH SUCH MEDIATION, AND SHALL SPLIT EQUALLY THE COST OF SUCH MEDIATOR(S). IF THE CONTROVERSY CANNOT BE FINALLY RESOLVED BY A WRITTEN AGREEMENT EXECUTED WITHIN SUCH THIRTY (30) DAYS, THEN THE PARTIES SHALL HAVE THE RIGHTS AND REMEDIES SET FORTH IN SECTION 10.1 HEREOF.

## ARTICLE 11 GENERAL PROVISIONS

11.1 Notices. All notices, consents, approvals and other communications under this Agreement shall be in writing and shall be deemed to have been duly given or made (a) upon delivery if hand delivered; (b) one (1) business day after delivery to any nationally recognized overnight courier service (such as Federal Express) for next business day delivery, fee prepaid; (c) one business day after facsimile transmission, with transmission verified and a hard copy of the transmission promptly sent by U. S. Mail; or (d) three (3) days after deposit with the United States Postal Service as registered or certified mail, postage prepaid, and in each case addressed as follows:

To Seller: Stephen J. Luczo, Trustee
PO Box 67249
Scotts Valley, CA 95067-7249

with mandatory copy to:

White Sulphur Springs Ranch Purchase Agreement

John Patrick May 1751 Bollinger Lane Sebastopol, CA 95472

To Buyer: Alice Berg, President Mohawk Valley Stewardship Council

PO Box 25 Clio, CA 96106

with mandatory copy to:

David A. Riegels Attorney at Law 4208 H Street Sacramento, CA 95819

11.2 Merger/Entire Agreement. This Agreement and the Exhibits attached hereto are intended to be the entire agreement of the parties with regard to the subject matter hereof. All prior negotiations and written and contemporary oral agreements between the parties and their agents with respect to the transactions contemplated by this Agreement are merged in this Agreement together with its exhibits attached hereto.

11.3 <u>Time</u>. Time is of the essence in the performance of the parties' respective obligations pursuant to this Agreement.

#### 11.4 Attorneys' Fees.

- 11.4.1 If there is any legal action, arbitration or proceeding between Seller and Buyer arising out of or based on this Agreement or the interpretation or enforcement of any provisions hereof, then the unsuccessful party to such action, arbitration or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred by such prevailing party in such action, arbitration or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, arbitration, proceeding or appeal, then such costs, expenses and attorneys' fees shall be included in and as a part of such judgment. For purposes hereof, the "prevailing party" shall be the party which recovers substantially the relief sought by said party, whether by judgment, settlement, dismissal or otherwise, in connection with any such action, proceeding or arbitration.
- 11.4.2 If the services of an attorney are required by any party to enforce a judgment rendered in connection with this Agreement, the judgment creditor shall be entitled to

reasonable attorneys' fees, costs and other expenses, and such fees, costs and expenses shall be recoverable as a separate item. This provision shall be severable from all other provisions of this Agreement, shall survive any judgment, and shall not be deemed merged into the judgment.

- 11.5 <u>Successors and Assigns</u>. This Agreement and the rights and obligations hereunder shall not be assigned or conveyed by Buyer to any other entity or person without the prior written consent of Seller. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective authorized successors and assigns.
- 11.6 Amendments or Modifications. This Agreement is subject to amendment or modification only with the written consent of both of the parties.
- 11.7 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.
- 11.8 Construction. Seller and Buyer acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by either party in connection with the transactions contemplated by this Agreement. The captions in this Agreement are for convenience of reference only and shall not be used to interpret this Agreement.
- 11.9 Terms Generally. The defined terms in this Agreement shall apply equally to both the singular and the plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine or neuter forms. The term "person" includes individuals, corporations, partnerships, trusts and other entities and associations. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The words "approval," "consent" and "notice" shall be deemed to be preceded by the word "written."
- this Agreement, Seller and Buyer agree to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

delivered hereunder to Buyer are intended solely for the use of Buyer in connection with its examination of the Property and Buyer agrees to treat the same confidentially and not to give copies or otherwise reveal any such information to any third parties (except for consultants and other professional advisors advising Buyer in connection with the transaction) without Seller's prior written approval. This Agreement shall not be recorded and shall not constitute a lien against the Property.

11.17 <u>Acceptance</u>. This Agreement shall be void and have no legal effect unless both Seller and Buyer sign two (2) copies of this Agreement and deliver one photocopy of this Agreement to the Title Company on or before the "Acceptance Date."

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement effective as of the date first hereinabove written.

SELLER:

Stephen J. Luczo, as Trustee

of the Stephen J. Luczo

Revocable Trust Dated January

26, 2001

BUYER:

Mohawk Valley Stewardship

Council

Alice Berg, President